United States Court of Appeals
for the Second Circuit

EXHIBITS

77-7037

B

PLEASE RETURN TO
RECORDS ROOM

In The

United States Court of Appeals

For The Second Circuit

NATIONAL AUTO BROKERS CORP., et al.,
Plaintiffs-Appellants,

-against-

GENERAL MOTORS CORPORATION, et al.,
Defendants-Appellees.

On Appeal from the United States District Court for the Southern District of New York.

JOINT APPENDIX - EXHIBIT VOLUME 3 of 4

FILED
AUG 8 1977
A. DANIEL FUSARO, CLERK

CARL E. PERSON
Attorney for Plaintiffs-Appellants
132 Nassau Street
New York, New York 10038

PAUL, WEISS, RIFKIND,
WHARTON & GARRISON
Attorneys for Defendants-Appellees James M. Roche, Frederic G. Donner, General Motors Corp. and General Motors Acceptance Corp.
345 Park Avenue
New York, New York 10022

HETZELT, WATSON, McGARVEY & HETZELT
Attorneys for Defendants-Appellees Hamister-Gillogly Chevrolet, Inc. and Niagara Frontier Automobile Dealers Association, Inc.
1904 Liberty Bank Building
Buffalo, New York 14202

JOSEPH C. TISDALL
Attorney for Defendant-Appellee Bob Bain Chevrolet
300 Statler Office Building
Buffalo, New York 14202

BRENNAN, CALLAHAN, TESSEYMAN,
ZELMAN, RUNFOLA & NOBLE
Attorneys for Defendant-Appellee Paul Batt Buick, Inc.
1360 Statler Hilton Hotel
Buffalo, New York 14202

SIDNEY A. WEISBERG
Attorney for Defendant-Appellee Paragon Oldsmobile, Inc.
225 Broadway
New York, New York 10007

BORINS & SNITZER
Attorneys for Defendant-Appellee Glen Campbell Chev., Inc.
1718 Statler Hilton Hotel
Buffalo, New York 14202

Ex. OO - In evidence at hearing only. E-8

Excerpts from Deposition to be read *

PAGE NO

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

DEFENDANT'S EXH. No. OO
Marked for ID ____
Rec'd in Evidence ____
Page 1

NATIONAL AUTO BROKERS CORP., et al.,

Plaintiffs,

vs

GENERAL MOTORS CORPORATION, et al.,

Defendants.

S.D.N.Y. Docket No.
70 Cu. 5421A

S.D. Fla. Docket No.
Misc. 32

Davie, Florida

March 19, 1975

10:20 o'clock A.M.

APPEARANCES:

CARL E. PERSON, ESQ., appearing on behalf of the Plaintiffs.

PAUL, WEISS, RIFKIND, WHARTON & GARRISON, ESQS., by LEWIS A. KAPLAN and RICHARD MESCON, ESQS., appearing on behalf of the Defendants General Motors Corporation, General Motors Acceptance Corporation, and Frederic G. Donner and James M. Roche.

- - - - - -

DEPOSITION

OF

MERWIN C. MORRISON

* Assuming motion for summary judgment on behalf of Donner is granted.

DEFENDANT'S EXH. No. 00
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Page 2

Q Now, sir, prior to December 19th, 1966, you were employed by Donald Allen Midtown Chevrolet, and that employment lasted until the middle of December, 1966?

A That's correct.

Q Your position there was what?

A Director of fleet sales.

Q You left Don Allen at about the time it was acquired by General Motors; is that correct?

A That's correct.

Q And were you ever employed by General Motors?

A Yes.

Q When was that?

A 1941, General Motors plant on Dellaware Street in Buffalo, New York.

Q Since 1941, have you worked for General Motors?

A No, I have not.

Q After you left Midtown Chevrolet, Mr. Morrison, you worked for Nabcor for three or four months?

A That's correct.

Q Do you know approximately what the month and year you left Nabcor?

A I left in 1967.

Q Do you happen to recall the month?

A I believe it was in the spring. I'm not totally sure.

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Q Well, the first time that you did talk business with Mr. Maiorana, what, if anything, did he tell you about Nabcor?

A That he was attempting to set up a franchise system to distribute automobiles, that there was his need for purchasing cars.

Q Did he say anything about exactly how he was going to distribute automobiles?

A Not at that time.

Q Did he say anything about setting up a rental car operation at gas stations?

A Yes, we discussed that, I recollect.

Q Was that before he first called to order cars from Don Allen Chevrolet?

A I believe so.

Q Did he ever tell you he was in the business of reselling cars at retail?

A Not originally.

Q Did you know that before he called to order cars from Don Allen?

A No, it was only later I found that out.

Q Did he tell you he was in the leasing business?

A He was going into the leasing business.

Q Can you remember anything else that Frank Maiorana told you about the Nabcor business before he ordered cars from Don Allen?

A Not specifically.

DEFENDANT'S EXH. No. 00
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Q Now, sir, there came a time when Mr. Maiorana told you, is that right, about ordering cars?

A I believe so.

Q As best you can recall, would you tell us what he said to you, and what you said to him in that phone call?

A I have no real recollection of it other than the fact that he just discussed his purchasing cars from us and trying to agree to a purchase price.

Q Do you remember whether you reached an agreement, or not?

A I believe we did.

Q Do you remember anything else about the terms of the agreement?

A Not specifically.

Q Did there come a time soon after that telephone conversation when you wrote Mr. Maiorana a letter embodying the agreement you reached?

A I assume we did. We used to confirm our agreements in writing. That was the general procedure.

Q I show you a document marked as Plaintiff Englert's Exhibit 1. I will ask you to take a look at that.

A Uh-huh.

Q Do you recall that document, Mr. Morrison?

A I obviously signed it.

Q Is that your signature on it?

A That's correct. That's my signature.

DEFENDANT'S EXH. No. 00
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Q Does that refresh your recollection as to the terms of any agreement you reached with Mr. Maiorana?

A Yes, it's spelled out.

Q And the Plaintiff Englert's exhibit accurately reflects an agreement you had with Mr. Maiorana; is that correct

A That was the terms of the agreement, yes.

Q Now, was that letter written on or about the date that it bears, November 2nd, 1966?

A I would think so.

Q Now, in your discussion with Mr. Maiorana prior to your writing Plaintiff Englert's Exhibit 1, was there any discussion on the subject of the volume of cars that Nabcor anticipated buying from Don Allen?

A Yes, I believe we talked about a potential of volume purchase.

Q And what volume did Mr. Maiorana tell you that he anticipated buying?

A I - that's very difficult to answer. Sincerely, I can't recall the volume. It would probably have been in the hundreds.

Q In what period of time, do you recall?

A We would be talking probably over a one-year period. That's the general way we go at these types of transactions.

Q Was the figure five hundred to one thousand mentioned by Mr. Maiorana?

A That could be, yes.

DEFENDANT'S EXH. No. 00
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Q Did the volume that he mentioned have any bearing on the price that you agreed to sell?

A Yes, it would have.

Q Would you explain what bearing it had?

A Well, in volume purchasing, you usually have available limit perspective. The buyer receives a greater discount on the list price of the new cars. When a person buys a smaller amount of cars, you're generally able to collect more on the profit figure, so the largér volume, the more the discount.

Q I see. Now, at the time you wrote Plaintiff Englert's Exhibit 1, did you know that Nabcor was engaged in reselling cars at retail?

A When I wrote this letter?

Q That is right.

A No, I don't believe so. At that time, I didn't.

Q What was your understanding of that Nabcor business at the time you wrote Plaintiff Englert's Exhibit 1?

A Setting up franchise operations to rent and lease automobiles.

Q Was that understanding something you got from something Mr. Maiorana had said?

A Yes, in our earlier conversations.

Q He had told you that in substance; is that right?

A Yes.

DEFENDANT'S EXH. No. 00
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DEFENDANT'S EXH. No. 00
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Q Now, while you were still at Don Allen's, and before Don Allen was taken over by General Motors, Nabcor ordered a number of new Chevrolets from Don Allen; is that right?

A Yes, that's correct.

Q Now, coming back to the conversation you had with Walter Englert when you asked him to honor the terms of the agreement, and so forth, what did he say to you in that conversation?

A I can't recollect that.

Q Ultimately, did Midtown agree to honor the commitments as to the orders that had been made with Don Allen?

A I believe so.

Q Are you aware that Nabcor cancelled most of the orders that had been placed with Midtown?

A I was aware of that at a later date.

DEFENDANT'S EXH. No. 06
Marked for ID
Rec'd in Evidence
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Q And as far as you recall, were any of those vehicles actually received by Don Allen before you left?

A I don't believe that we had effected delivery prior to my leaving. If we did, it had to be a very minor amount of cars. I can't recollect any volume ever coming from it.

Q Now, after you went to work for Nabcor, there came a time when you became aware that there was difficulty, or a controversy about Midtown Chevrolet delivering the cars that Nabcor had ordered from Don Allen; is that right?

A Yes.

Q Would you describe your recollection of that incident to us?

A Well, to the best of my knowledge, it seems that I called and talked to Walter Englert who had replaced me when I left Don Allen. He was then Fleet Manager for the factory operated store. I talked to him regarding the delivery of these cars, if I recollect correctly.

Q And what happened?

A I believe I asked him to honor the terms of our agreement and affect delivery.

DEFENDANT'S EXH. No. 00
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DEFENDANT'S EXH. No. 00
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Q Have you told us everything that you can remember about what was said in your conversation or conversations with Walter Englert about these Chevrolets?

A I believe I was adamant with Mr. Englert about the delivery because I had made a prior commitment and felt it should be honored.

Q The problem was that Mr. Englert indicated to you that he was going to deliver the cars at $75 over invoice, whereas --

A The original agreement was twenty-five.

Q Is that correct?

A That was the problem. I believe that is correct.

Q Just so the record is clear because we cut it off there, I will just ask that question again and you can answer when I finish.

As far as you recall the problem with Midtown Chevrolet about the Don Allen orders was that Mr. Englert indicated to you that Midtown was going to charge $75 over invoice whereas you had agreed in Englert's Exhibit 1 that the price was to have been twenty-five; is that correct?

A Yes.

Q Do you remember whether Mr. Englert indicated to you any awareness of the existence of Englert's Exhibit Number 1 in those conversations?

A I don't remember for sure. I believe that I may have quoted that letter, although I am not sure.

Q I see. Do you have any knowledge or information to the effect that Mr. Englert knew prior to your telephone conversation that you had previously agreed that the sales would be made at $25 over invoice?

A No. I don't recollect that I discussed this with Walter prior to making the deal.

Q And it is, therefore, possible as far as you are aware that Mr. Englert's quoting a price of seventy-five over invoice was simply a matter of ignorance of the agreement that you had previously made; is that not correct?

A I would assume so.

DEFENDANT'S EXH. No. 00
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Q Then there was a specific discussion about a group of people including Frank Maiorana, perhaps Earl Stewart, and possibly people from the Pontiac zone office in the bar of the Park Sheraton at a NAFA meeting in October or November, 1966; do you recall?

A Yes.

Q On that occasion, were people doing what people normally do in bars, that is, drinking alcoholic beverages?

A Yes, I'm sure.

Q And presumably some of them were having more than one?

A I didn't count them.

DEFENDANT'S EXH. No. 00
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PLTF's [illegible]

E-874

UAK

Don Allen
MIDTOWN CHEVROLET, INC.

C. D. SEYMOUR, PRESIDENT

GENERAL MOTORS BUILDING
1775 BROADWAY
NEW YORK, N.Y. 10019
Area Code 212
Plaza 7-7400

November 2, 1966

DEFENDANT'S EXH. No. 00
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Page 15

NABCOR
101 Benson Manor
Jenkintown, Pennsylvania

Attention: Mr. Frank Maiorana

Gentlemen:

In line with our recent conversations, we will be pleased to sell you new 1967 Chevrolets per your specifications on the basis of $25.00 markup to include dealer make-ready and profit.

It is our understanding that these units will be paid for at time of delivery by NABCOR.

We sincerely appreciate this opportunity of serving you and should you have additional questions regarding this matter, please feel free in calling on us.

Very truly yours,

Fleet & Wholesale Division

M.C. Morrison
National Fleet Sales Manager

MCM:g
CC: NABCOR
165 Tuckahoe Rd.
Yonkers, N.Y.

E-875

PONTIAC

by Don Allen

GENERAL MOTORS BLDG.
1775 BROADWAY • NEW YORK, N. Y. 10019

DEFENDANT'S EXH. No. 00
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NABCOR
165 Tuckahoe Rd.
Yonkers, N.Y.

Ex. QQ - In evidence at hearing only.

E-876

5961

OLDSMOBILE
LANSING, MICHIGAN 48921

OFFICE OF THE
GENERAL SALES MANAGER

September 11, 1968

DEFENDANT'S EXH. No. QQ
Marked for ID
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Page 1

Nabcor Inc
2 Roanoke Ave
Yonkers NY 10700

Dear Gentlemen:

In about two weeks, on September 26 to be exact, the new Toronado for 1969 will have its first general showing.

Obviously it is not necessary for me, gentlemen to go into all of the features of this remarkable automobile. You have had firsthand experience and probably could recite its many advantages even better than I. I will only say that the 1969 Toronado incorporates all of the distinctive characteristics you have come to rely on ... plus some very significant refinements in engineering and styling that you will agree are sure to make it the most "talked about" and the most individual car of the year.

The enclosed preview photograph doesn't begin to tell the story but it will give you some idea of what to expect when you see it. I would appreciate it if you would treat it in confidence until it has been announced by your dealer, Marty Motors Corporation.

In the event that you would like to place an order for early delivery, ask your dealer to clip my enclosed personal card to the order form. It will assure you that you will receive preferential treatment.

Very sincerely,

W. J. Buxton

W. J. Buxton
General Sales Manager

WJB/cs

OLDSMOBILE DIVISION • GENERAL MOTORS CORPORATION

OLDSMOBILE
[illegible]

5962

W. J. BUXTON

Over

GENERAL SALES MANAGER

DEFENDANT'S EXH. No. SS
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Page 1

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Any courtesies you
extend the bearer
will be appreciated
W.J.B.

DEFENDANT'S EXH. No. 55
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Page 2

CAR INVOICE

CHEVROLET

PHONE

QUEEN CITY CHEVROLET CO.

414 E. COURT ST. CINCINNATI, OHIO 45202
721-4880

K 2219

P.O. NO. 10205

0179

SOLD TO Nabcor, Inc.
ADDRESS #2 Roanoke Street
Yonkers, New York

DATE April 30, 1969

SALESMAN: Bonfield

MAKE	MODEL	NEW OR USED	SERIAL NO.	STOCK NO.	KEY NO.
Chev.	ElCamino	New	136809K433184		5J22

INSURANCE

☐ M.I.C.
☐ OTHER

AGENT

OPTIONAL EQUIPMENT AND ACCESSORIES

GROUP	DESCRIPTION	PRICE
	Soft Ray tinted Glass	
	VINYL ROOF COVER BLACK	
	4 SEASONAIR CONDITIONING	
	POSITRACTION AXLE 331 RATIO	
	TURBO HYDRA MATIC	
	POWR STEERING	
	AM FM BUSHBURRON RADIO	
	SS EQUIPT	
	BLACK VINYL TRIM	
	-69 Cortez Silver	

PRICE OF CAR		4138.10
	Disc	718.66
		3419.44
SALES TAX		
DOCUMENTARY FEES		1.25
TOTAL CASH PRICE		3420.69
FINANCING		
INSURANCE		
TOTAL TIME PRICE		
SETTLEMENT:		
DEPOSIT C307		
CASH ON DELIVERY C225		
USED CAR 220 Due		3420.69
TYPE		
SER. NO.		
C220		
PAYMENTS: C205		
TOTAL		

DEFENDANT'S EXH. No. TT
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Page 1

THE REYNOLDS & REYNOLDS CO., DAYTON, OHIO PRINTED IN U.S.A.

TITLE To Eddie SHARP
373 - TOWER Road.

1. SEND NABCOR. INVOICE
2. 10 DRAFTS
3. MVOO TURCo.

RETURN To Paul Balk
Box 298 RR#1
NORTH Bend ohio

Ex. UU - In evidence at trial.

CAR INVOICE

CHEVROLET

PHONE

QUEEN CITY CHEVROLET CO.

414 E. COURT ST. CINCINNATI, OHIO 45202
721-4880

K 2025

P.O. No 10203

0180

SOLD TO: Nabcor,Inc
ADDRESS #2 Ronnoke St.
Yonkers,New York 10710

DATE 3/24/69

SALESMAN Bonfield

MAKE	MODEL	NEW OR USED	SERIAL NO.	STOCK NO.	KEY NO.
Chev	12437	new	124379N 614903	4K96	6M88-

INSURANCE

☐ M.I.C.
☐ OTHER

AGENT

OPTIONAL EQUIPMENT AND ACCESSORIES

GROUP	DESCRIPTION	PRICE
V-8	2727.00	
Freight	47.75	
Vinyl roof	84.30	
4 Speed trans	195.40	
P.B. Radio	61.10	
Rally Sport Equip	131.65	

DEFENDANT'S EXH. No. UU
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Page 1

PRICE OF CAR	3247.20
discount	560.00
	2687.20
SALES TAX	
DOCUMENTARY FEES	1.25
TOTAL CASH PRICE	2688.45
FINANCING	
INSURANCE	
TOTAL TIME PRICE	
SETTLEMENT:	
DEPOSIT C307	
CASH ON DELIVERY C225	
USED CAR:-	
TYPE	
SER. NO. #225	2688.45
C220	
PAYMENTS: C205	
TOTAL	

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Ex. VV - In evidence at trial.

CAR INVOICE

CHEVROLET

PHONE

QUEEN CITY CHEVROLET CO.

414 E. COURT ST. CINCINNATI, OHIO 45202
721-4880

K 1963

P.O. NO. 10202

0181

SOLD TO: Nabcor ,Inc
ADDRESS #2 Roanoke St.
Yonkers, New York 10710

DATE 3/11/69

SALESMAN Renfield

MAKE	MODEL	NEW OR USED	SERIAL NO.	STOCK NO.	KEY NO.
Chev	CS20904	New	CS249 1829735	2	J24

PRICE OF CAR	2775.75
discount	563.38
	2212.37
SALES TAX	
DOCUMENTARY FEES	1.50
	2213.87
TOTAL CASH PRICE	
FINANCING INSURANCE	
TOTAL TIME PRICE	

INSURANCE

☐ M.I.C.
☐ OTHER

AGENT

OPTIONAL EQUIPMENT AND ACCESSORIES

GROUP DESCRIPTION	PRICE
odel CS20904 Step Side Pickup	2539.00
Freight	51.75
H.D. Rear Springs	7.00
C00x16-5 8 PR	~~107.60~~
ti[illegible]s 16.5x6 wheels	70.40
4 Speed Transmission	107.60
	2775.75

DEFENDANT'S EXH. No. VV
Marked for ID ✓
Rec'd in Evidence ✓
Page 1

SETTLEMENT:

DEPOSIT C307	
CASH ON DELIVERY C225	
USED CAR:-	
TYPE #225	2213.87
SER. NO.	
C220	
PAYMENTS: C205	
TOTAL	

THE REYNOLDS & REYNOLDS CO., DAYTON, OHIO PRINTED IN U.S.A.

Ex. WW - In evidence at trial.

E882
As at

EXPENSE STRUCTURE FOR AVERAGE NEW CAR FACTORY DEALERSHIP

DEFENDANT'S EXH. No. WW
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Page 2

N

NABCOR, INC.
Suite 2063 Suburban Station Building
1617 John F. Kennedy Boulevard
Philadelphia 19103

al O4

200 P.P. @ $400.00 Per Unit = $80,000.00

$80,000.00

$40,000.00	Parts
20,000.00	Equipment Furnishings & Fixtures
5,000.00	A/R
15,000.00	Operating Expense
+	
50,000.00	Used Car Inventory
150,000.00	New Car Inventory & (Trucks)
$280,000.00	Capital Investment
+	
250,000.00	(For Building Facility when Applicable)
$530,000.00	

MONTHLY EXPENSE STRUCTURE FOR MANAGEMENT

$ 865.00	Sales Manager (New Cars) + 2% Override & $10.00 per Uni
865.00	Sales Manager (Used Cars) + 5% Override & 5% of Net Profi
760.00	Service Manager + 3% of Gross Paid Labor & 2% of Dealership New Profit
760.00	Parrs Manager + 2% of Gross Parts Sales + 2% of Dealership Net Profit
650.00	Office Manager + Company Demonstrator & Gas + 1% of Net Profit

DEFENDANT'S EXH. No. WW
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FOR OFFICE

435.00	Title Clerk
325.00	A/R & General Office Clerk
280.00	Telephone Operator & Cashier & General Office Assistant

SERVICE & PARTS

430.00	Service Writer & Mechanic Foreman + [illegible]% of Paid Labor
435.00	Parts Counterman + 2% of Gross Parts Sales Over $5,000.00 Per Month
$ 5,810.00	
280.00	Parts Runner
240.00	1-Porter (Service Department)
240.00	2-Porter (New Car) Clean Up & General Maintanance
240.00	3-Porter (Used Car)

ABOVE DOES NOT INCLUDE VARIABLE EXPENSES SUCH AS:

1-Flat Rate Mechanic
2-Salesman
3-General Managers Salary (Dealer)

E-884

GENERAL FIXED EXPENSES

$ 2,000.00	Building Rent & Equivelent
600.00	Electricity
800.00	Phone
150.00	Heat &/or Air Conditioner When Applicable
750.00	Employee Benefits (Social Security, Unemplyment Ins.)
750.00	Floor Plan Interest
100.00	Office Supplies
50.00	Building Maintenance Supplies
100.00	Toilet & Uniform Supplies
100.00	Building Maintenance & Repairs
50.00	Freight (Parts)
100.00	Gas & Oil (other than Demonstrators)
450.00	Demonstrators Expense (Depreciation)
500.00	Insurance (Demontrators Inventory, Fire & Theft & General Liability & Employment Disability)
600.00	Variable Expense Such as Bonus & Incentive
800.00	Advertising (New & Used)
100.00	Company Owning Vehicle (Maintenance & Depreciation consisting of Parts Truck, Tow Truck, Etc.
100.00	Accountant's Fee
50.00	Legal & Collection Fee
100.00	Free Service
$15,060.00	

DEFENDANT'S EXH. No. WW
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20 NEW & 20 USED = 40 Per Month

GROSS PROFIT	
$ 2,500.00	Shop Paid Labor (50% of Gross)
2,480.00	Part (32% of $8,000.00 Gross Sales)
300.00	Miscillanious Income (Gas, Oil & Tags)
$ 5,280.00	
$15,060.00	Fixed Expense Per Month
5,280.00	Service & Parts Assorted Expense
$ 9,780 ÷	20 = $489.00 (Per New Vehicle, Retail)
	$9,780.00 ÷ 25 Working Day
	DAILEY SALES OBJCTIVE $396.00

at

$ 9,780.00	
5,000.00	Projected Profit Objective
$14,780.00	

NEW CARS

$ 330.00	Per Unit (New Car Average)
- 75.00	House Charge
$ 255.00	
- 25%	Salesman's Commission
$ 190.00	
+ 75.00	House Charge
$ 265.00	
- 10.00	Manager Override
$ 255.00	
x 30.00	Units Per Month
$ 7,650.00	New Car Objective

BASED ON 25 WORKING DAYS PER MONTH DAILY OBJECTIVE
$306.00 PER DAY (N.C. DEPARTMENT)

USED CARS

$ 300.00 A	Average Profit
- 75.00	House Charge
225.00	
- 25%	Sales Commission
165.00	
+ 75.00	House Charge
$ 240.00	
- 10.00	Management Override
$ 230.00	
x 30.00	Used Cars Sales Per Month
$ 6,900.00	

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BASED ON 25 WORKING DAYS
DAILY OBJECTIVE $276.00 PER DAY (U.C.OBJECT)

FINANCE & INSURANCE RESERS
$150.00 Average Reserve (F & I)
BASED ON 65% OF SALE = 40 UNITS

$ 150.00	
- 15%	Salesman Commission
$ 125.00	
x 40.00	F & I Deals
5,000.00	
$ 7,650.00	New Car Objective
6,900.00	Used Car Objective
5,000.00	F & I Objective
$19,550.00 ÷	25 Work Days

782.00
25) $19,550.00
175.00
25.00

DEFENDANT'S EXH. No. WW
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DAILY COMBINED OBJECTIVE FOR NEW, USED & F & I IS
$19,550 ÷ 25 Work Days = $782.00 Per Day

2/3 of $19,550.00 = $13,032.00
SO THAT IF MANAGEMENT IN STRIVING FPR A 5-% INCREASE IN NEW & USED & FINANCE & INSURANCE SALES ONLY ACHIEVES DEALER POTENTIAL OF 20 UNITS PER MONTH DEALER IS ASSURED OF A PROFIT

EXAMPLE: $13,032.00 = 2/3 of Dealer Potential
- 9,780.00 = Overhead not obsorbed by Service & Parts
Net Profit $3,252.00

ABOVE NET PROFIT IS BEFORE DEALER SALARY & TEAVEL & ENTERTAILMENT EXPENSES

THIS PROJECTION IS BASED ON THE SERVICE & PARTS DEPART- GIVING THE DEALER 35% SERVICE & PARTS ABSORBTION BASED ON FIGURES SHOWN. ANY DECREASE WOULD AFFECT DEALER PROFIT.

et C

E-887

NABCOR AUTHORIZED DEALER PROFIT STRUCTURE

200 CAR PLANNING POTENTIAL

AVERAGE PROFIT PER FAMILY TYPE SEDAN	$200.00
AVERAGE INSURANCE RESERVE 2/3 of $45.00	30.00
AVERAGE FINANCE RESERVE 2/3 of $96.00	64.00
	$294.00
USED CAR WHOLESALE 2/3 of $150.00	100.00
	$394.00

TOTAL PROFIT PER UNIT WHEN BASED ON LOWER PRICED CARS WITH MINIMUM PROFIT STRUCTURE

$394.00 x 200 UNITS = APPROXIMATELY $80,000.00 ANNUAL-PROFIT BASED ON 200 CAR PLANNING POTENTIAL.

EXPENSE STRUCTURE ALREADY INCLUDED IN PRICE OF AUTOMOBILE BY NABCOR

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Page 7

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COURT RULES AGAINST GM

WASHINGTON (AP) -- The Supreme Court decided today General Motors Corp. violated antitrust law by trying to ban sale of Chevrolets through discount houses in the Los Angeles area.

Justice Department counsel contended such sales would increase competition at the retail level and thus benefit consumers.

GM attorneys argued the auto giant had to have a dependable dealer organization and said discount houses are not needed to create price competition.

Justice Abe Fortas delivered the unanimous decision.

Fortas said the high tribunal found in today's case "a classic conspiracy in the restraint of trade."

His opinion said there was "joint, collaborative action by dealers, the defendant associations and General Motors to eliminate a class of competitors by terminating business dealings between them and the minority of Chevrolet dealers and to deprive franchise dealers of their freedom to deal through discounters if they so choose."

PUBLIC DEPRIVED

Chevrolet dealerships are owned by independent businessmen under franchise agreements with General Motors allowing them to sell cars to anyone at any price.

The Government said the black on discount house selling deprived the automobile buying public of a big advantage through competitive pricing.

In 1960, about 2,000 Chevrolets, or about 2 percent of all those sold in the Los Angeles area, were handled through discount houses.

DEALER PROTECTION

"There is in the record ample evidence that one of the purposes behind the concerted effort to eliminate sales of new Chevrolet cars by discounters was to protect franchised dealers from real or apparent price competition," Fortas said.

"... The protection of price competition from conspiratorial restraint is an object of special solicitude under the antitrust laws. We cannot respect that solicitude by closing our eyes to the effect upon price competition of the removal from the market, by combination or conspiracy, of a class of traders," he added.

The case was returned to Los Angeles federal court so that an appropriate order may be issued in the Government's favor.

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[illegible] Protection

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V.P.D. Sheet Protector PS-3

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Advertisement

ROLLING WHEELS

Virtually all manufacturers now have long-term warranties on their new cars. Ranging from two years or 24,000 miles on everything, to five years or 50,000 miles on the "power train" (engine, transmission, differential). But many motorists don't bother with a warranty claim until something happens that interferes with the proper operation of their cars.

We have no special fault to find with this practice. But what bothers dealers is that motorists often bring their cars back for warranty adjustments just after the warranty has expired. By that time, there isn't much the dealer can do about it.

In most cases, conscientious dealers can find deficiencies covered by the warranty before the o... (illegible) prob- (illegible) ...out ease to the owners (illegible) dealers must be able to examine and (illegible) to do so.

(Illegible) car covered by ... formal manufacturer's warranty, take it back to your dealer about one month before the warranty expires. Ask him to check it for any requirement that may be covered by the warranty. This action may save you future expense.

Preferably, you should take it back to the dealer who sold it. But any franchised dealer handling your make of car can be authorized to perform warranty work without charge to the owner.

Remember too, that warranty protection, within the prescribed periods, carries over to subsequent owners who may have purchased the car secondhand.

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1750 North Broad Street
Dec. 1, 1966 (illegible)... Selling Wh... 1968

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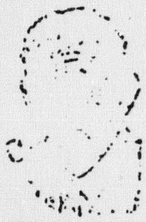
The center will be 5-4 Ron Lloyd, who moved into the lineup when 6-5 soph Bob Grant pulled some ligaments in his ankle.

In the nightcap, all eyes, including those of some NBA scouts, will be on Lloyd, the

Continued on Page 54, Col. 2

ADVERTISEMENT

Rolling Wheels


M. H. BURY

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[illegible] CORPORATION
1730 North Broad Street
©Rolling Wheels 1966

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Dec 1, 1966 c. Bulletin

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HIGH COURT CURBS G.M. IN TRUST SUIT

DECIDES COMPANY VIOLATED LAW IN EFFORTS TO BLOCK DISCOUNT HOUSE SALES

By Fred P. Graham
Special to The New York Times

WASHINGTON, April 28 -- The Supreme Court held unanimously today that the General Motors Corporation and its dealers in Los Angeles had violated Federal antitrust laws by conspiring to block sales of Chevrolets by discount houses.

The Court stopped short, however, of ruling on the Government's contention that the antitrust laws were also violated by G.M.'s dealership franchise contracts, when used to prevent discount sales.

Thus it was uncertain today whether further court tests of this issue would be necessary before Chevrolet sales by discount hourses are resumed or whether the unanimity of today's decision would encourage dealers to try discount sales immediately.

DISMISSAL REVERSED

Justice Department sources said that discount houses had also sold cars in St. Louis, Kansas City, Denver and Washington. Sales of Ford and Chrysler cars by Los Angeles discount houses continued during the General Motors litigation.

The decision reversed a dismissal of the suit, a civil action, by a Federal district judge in Los Angeles. In his opinion today Justice Abe Fortas declared that the defendants had engaged in "a classic conspiracy in restraint of trade."

The activities in the case began in 1960. About a dozen franchised dealers in Los Angeles (Continued on Page 28, Column 1)

HIGH COURT CURBS G.M. IN TRUST SUIT (Continued From Page 1, Col. 7)

geles were selling cars to discount houses, which resold them to the public.

The Government contended that these sales were made for as little as $165 above the dealers' cost while the average mark-up for Chevrolets sold by Los Angeles dealers in 1960 was $280. Of the approximately 100,000 Chevrolet sales in Los Angeles that year, about 2,000 were discount sales.

Complaining of the low prices of the discount sales, the dealers, acting through their three associations, persuaded General Motors to help them stop the sales.

RAPID SUCCESS

In describing G.M.'s rapid success in persuading the non-conforming dealers to sign agreements that they would not sell cars through discount houses, Justice Fortas noted that these dealers "were treated to unprecedented individual confrontations" with the regional Chevrolet manager, Roy Cash.

Justice Fortas quoted one dealer's testimony that Mr. Cash had emphasized his point with an analogy about the handling of children" "I can tell them to stop something. If they don't do it ... I can knock their teeth down their throats."

The associations then hired private detectives to discover which dealers persisted in selling through discount houses, Justice Fortas said. These dealers, he continued, immediately repurchased the cars and severed their relations with the discount houses, occasionally at great loss.

According to Justice Fortas, there was ample evidence to show that the motivation for all this activity was to protect the franchised dealers from price competition by eliminating discount sales.

However, he said that even without proof of price-fixing as a motive, "elimination, by joint collaborative action, of discounters from access to the market is a per se violation of the (Sherman Antitrust) act."

In conclusion he said:

"The protection of price competition from conspiratorial restraint is an object of special solicitude under the antitrust laws. We cannot respect that solicitude by closing our eyes to the effect upon price competition of the removal from the market, by combination of conspiracy, of a class of traders.

"Nor do we propose to construe the Sherman Act to prohibit conspiracies to fix prices at which competitors may sell, but to allow conspiracies or combinations to put competitors out of business entirely."

General Motors contended that the discount sales had violated the clause of each dealer's franchise contract that prohibited the establishment of a branch location, and that G.M. acted lawfully to stop the violations.

GOVERNMENT'S STAND

In response, the Justice Department asked the court to rule that such a use of these clauses would be unlawful as an unreasonable restraint of trade.

Justice Fortas rejected the assertion that General Motors had attempted to act unilaterally to enforce its contract, and specifically reserved judgment as to whether or not this would constitute a violation of the Sherman Act.

In a brief concurring opinion, Justice John M. Harlan expressed the opinion that "General Motors is not precluded from enforcing the location clause by unilateral action."

This probably would discourage dealers from rushing into discount house operations, until the courts decide if General Motors can enforce these clauses against discount sales, either through court actions or by terminating dealers' contracts.

According to the Antitrust Division of the Justice Department, discount sales of cars have occurred only in areas in which the dealers have become noncompetitive and prices have become inflated.

Since the discount houses must obtain the cars from a dealer, the price must reflect a reasonable dealer's profit, and the discount house becomes, in effect, a "safety valve" to assure competitive prices to the public, the Government says.

Initially, the Government obtained criminal antitrust indictments in the Los Angeles case. Federal District Judge Thurmond Clarke acquireed the defendants. The Government, rather than appealing, brought the civil suit decided today.

Today's decision reversed a ruling by Federal District Judge Charles H. Carr of Los Angeles, who ruled that the agreements between General Motors and the dealers forbidding discount sales were reasonable and lawful.

Daniel M. Friedman, assistant to the Solicitor General, argued for the government. Homer I. Mitchell and Victor R. Hansen of Los Angeles represented the defendants.

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The comment came in a guarded statement by Frederic G. Donner, board chairman. The court's decision was still under study at General Motors.

The discount house issue is of major concern to other manufacturers as well.

Mr. Donner said:

"We are disappointed and concerned by the ruling of the United States Supreme Court.

"We have not had the opportunity to study the opinion and therefore cannot comment upon its possible effect on the operation of the franchise system of distribution in the automobile industry."

CHRYSLER COMMENTS

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"With the limited information we have on the ruling at this time, we feel that it can be a setback to the auto industry in its efforts to serve the public through the franchised dealer system."

The Ford Motor Company and the American Motors Corporation had no comment on the ruling.

The four big companies sell their cars to the public through more than 29,000 franchised dealers in the United States. The manufacturers have highly complicated contracts with each of these dealers.

The companies all have argued that discount house arrangements would weaken their control over the dealers and their ability to enforce certain standards of service and responsibility.

Alexander's Department Stores praised the decision last night as "making it all the more possible for us" to sell automobiles.

Robin L. Farkas, president of the store's Rent-a-Car division, said in a telephone interview that his company had wanted to set up "automobile discount supermarkets" to sell General Motors, Ford and Chrysler Corporation cars "some time ago."

The industry practice of franchising only one company's cars at any one outlet was "one of several reasons" and the supermarkets were not set up, Mr. Farkas said.

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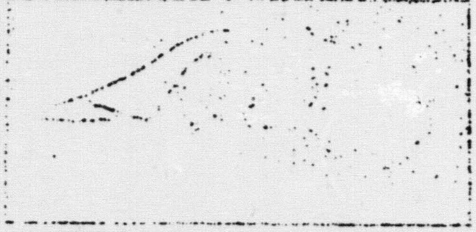

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V.P.D. Sheet Protector PS-3

CHRYSLER GETS GROWTH FUNDS

$125 Million To Cover 25-Year Expansion

New York—Chrysler Corporation announced today it has arranged a 25-year $125-million loan from the Prudential Insurance Company of America and Aetna Life Insurance Company.

The loan agreement provides for the issuance by Chrysler Corporation of 5.80-percent notes as the proceeds are delivered during the period Dec. 30, 1966 to May 31, 1968. The agreement provides for repayment of principle in 20 equal annual installments beginning July 1, 1973 and permits Chrysler to double any required installment.

The participation of Prudential and Aetna is $80 million and $45 million respectively.

The financing is to provide additional funds for Chrysler Corporation's continuing growth.

N. Y. MOTORCYCLES DOUBLE IN YEAR

Albany (AP) — The rising popularity of motorcycles in New York State is reflected in registration figures for the first third of this year, the Motor Vehicle Department reported today.

The department said New Yorkers registered 33,243 motorcycles from January through April—nearly twice the 16,846 registered during the same period last year.

Registrations in all categories also showed an increase in the first 4 months of the year. A total of 5,711,155 vehicles were registered through April, compared with 5,463,606 in the similar period last year.

SAFETY FIRST

When the judges in colonial times convened in Perth Amboy for the sessions of the Supreme Court, they were met outside the town by the sheriff and the justices of peace who took them to their lodgings.

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OUTPUT BOOSTED

New York — Toyota Motor Company last week announced that it has stepped up production of its Corona model by 63 percent.

Since its introduction on the U. S. import market last fall, the Toyota Corona has become the fastest growing import model in the United States.

10 of Ol

The Evening Bulletin
PHILADELPHIA
Thursday, May 19, 1966

Auto Dealers Post Increases In Profits So Far This Year

Detroit, May 19—(AP)—Cash registers jingled a merry tune in auto dealerships in the first quarter of this year as sales and profits ran ahead of the 1965 pace.

The big question was what would happen to dealer profits in the second quarter in view of a sales dip in April and early May.

The National Automobile Dealers Association said the opening three months profits were the best openers since 1955.

They were based on record first quarter sales of 2,206,970 cars, up over five percent from the old mark set last year.

Profit Margin Widens

NADA said first-quarter 1966 profits figured out to 2.6% of sales, compared with 2.1% for all of 1965. The opening months of 1965 also saw a 2.6% profit ratio.

Because of slightly higher total volume this year, however, the average profit per new unit retailed figured out to $126, up $1 over last year's initial 90 days.

NADA said one cloud in the sales picture was a report that 17.1% of the nation's 33,000 franchised new car dealers operated at a loss last quarter compared with 16.2% for all of 1965. Only 3.4% of the dealers had an operating loss in the first three months last year.

Prices Higher

A breakdown of dealer departmental sales for an industry average showed dealers got 62.6% of all their revenues from sales of new cars and trucks. Used car sales accounted for [illegible]% and service and parts accounted for the remaining 14.2%. NADA said.

NADA said gross income from sale of new and used cars averaged $431 per new unit, just about the same as last year's first quarter but above the $406 for entire 1965.

One aspect of NADA's report which attracted attention was disclosure that used car prices dropped in the first three months this year. Dealer figures showed the average used car sold at $917, compared with $932 at this point a year ago and $938 for all of 1965.

Expense Ratio Up

The average NADA dealer had 34 used cars in inventory as of March 31, or a 41 days supply at current selling rates, compared with 11.9% in the similar period last year.

In a supplemental survey, Automotive News said 80% of the dealers it queried reported April profits were as good or better as in the first quarter. About two-thirds said their April profits were as good or better than in April a year ago.

The paper added:

"Despite this, there was less optimism this year than last on the profit outlook for the remainder of the year."

Tony Ritz, president of the Detroit Automobile Dealers Association, summed it up this way: "It simply means we all have to get out and work a little harder. The business is still there."

$126.00 NET-PROFIT

$431.00 GROSS-PROF

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BOYD ..LLS SERVICE ANSWER TO AUTO DISCOUNT HOUSES

MACKINAC ISLAND, Mich. - Virgil E. Boyd, group vice president of Chrysler Corporation, last week told the Michigan State Automobile Dealers Association that good service was the answer to the auto discount house problem, if there really was such a problem.

Referring to the recent U.S. Supreme Court decision which found a manufacturer would be in restraint of trade if it prohibits its dealers from selling to discount houses, Boyd said "the Supreme Court ruling, rather than hurting us, could serve to alert us once again to our great opportunity as sellers of service."

He added, "if we take advantage of that opportunity, and provide the kind of service every customer should have, we will have nothing to fear from the discount houses."

"It seems to me," Boyd said, "the dealers of this country are going to have to work harder now than ever before to establish the kind of professional relationship with their customers that will cut down on the whipsawing and the haggling. Many people now buy service as much as product."

Boyd also told the group that the current "sales hesitation" is the result of unforeseen factors.

"We had the restoration of one percent of the excise tax on automobiles; higher income tax withholding rates went into effect; the 'bull market' turned into a 'bear'; and there was fear of a higher income tax rate," he said.

These factors alon (unintelligible) move toward tighter money and renewed uncertainty about the war in Vietnam, particularly among young people, all combined to retard sales from (Continued on page 3)

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Automotive MARKET REPORT

VOLUME 16 — NUMBER 10

MONDAY, JULY 11, 1966

PRICES, TRADING CONTINUE STRONG PACE

NEW BARRACUDA SET FOR 1967 SPORTS CAR BATTLE

DETROIT, Michigan — The 1967 model season looms as the year of the big sports car battle. With Chevrolet already in the field with its newly-announced Camaro to take a crack at Ford's high-riding Mustang, Chrysler Corporation is reported readying a completely new Plymouth Barracuda.

The present Barracuda, somewhat of a sales disappointment since its introduction in 1964, is little more than a Valiant with a different, fastback roof line.

Now, Chrysler, apparently has decided it needs something more to compete successfully in the small personal car field where Ford has sold more than 1,000,000 Mustangs in two years.

Current plans call for the restyled Barracuda, distinctive from the Valiant, to be a fastback which will be

(Continued on page 3)

Volkswagen Prices Going Up in U.S. This Fall

NEW YORK, N. Y. — Volkswagen prices in the U.S. are going up this fall, according to informed sources, which reported that VW officials have already told their American distributors of the increase but did not reveal the amount.

Industry sources, however, expected the increase to be about 3½%. The East Coast port of entry price on a VW Sedan is $1,585, although the car as commonly equipped delivers for $200 more in most of the U.S.

A 3½% increase, thus would add about $55 to the price.

Earlier, Volkswagen raised prices in its German home market 3% and

(Continued on page 5)

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Referring to the recent U.S. Supreme Court decision which found a manufacturer would be in restraint of trade if it prohibits its dealers from selling to discount houses, Boyd said "the Supreme Court ruling, rather than hurting us, could serve to alert us once again to our great opportunity as sellers of service."

He added, "if we take advantage of that opportunity, and provide the kind of service every customer should have, we will have nothing to fear from the discount houses."

"It seems to me," Boyd said, "the dealers of this country are going to have to work harder now than ever before to establish the kind of professional relationship with their customers that will cut down on the whipsawing and the haggling. Many people now buy service as much as product."

Boyd also told the group that the current "sales hesitation" is the result of unforeseen factors.

"We had the restoration of one percent of the excise tax on automobiles; higher income tax withholding rates went into effect; the 'bull market' turned into a 'bear'; and there was fear of a higher income tax rate," he said.

[illegible] factors, along [illegible] move toward [illegible] money and renewed uncertainty about the war in Vietnam, particularly among young people, all combined to retard sales from

(Continued on page 2)

If the nation's automobile business is ailing, the word must not have gotten around to the wholesale used car market where prices over the past two weeks displayed surprising strength. AMR's bi-weekly index advanced $2, to $915 after allowance for normal seasonal variation.

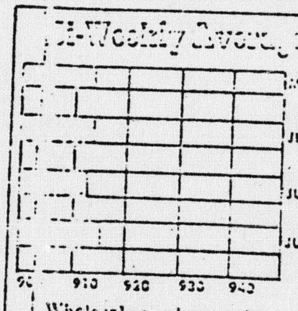
The past two-week period has normally been a strong one, but there was reason to believe that this year might be an exception. However, dealers at 40 of the nation's leading auctions belied this, and traded at a brisk 65.7% pace.

This figure, based on the sale of [illegible] units from a total consignment of [illegible], was down 1.3%, but it was 1.1% better than in the corresponding period of one year ago.

The later models—1962 thru 1965—were extremely strong, with every emphasis on 1964 and 1965 offerings. This in itself was somewhat of a surprise since the great number of 1966 models on the market would normally be an indication that the latest

(Continued on page 7)

Bi-Weekly Averages



Wholesale used car prices continue to display surprising strength pushing AMR's bi-weekly index up $2 to $915, after allowance for normal seasonal variation. Trading also moved at a firm pace.

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Editor's Forum

by Robert M. Finlay

AUTO makers are now pouring over lengthy questionnaires in the beginning of the Federal Trade Commission's investigation of auto warranty practices. There are some dealers who believe that this investigation will open up a Pandora's box which will hurt the whole industry.

Behind the investigation, it is understood, is considerable pressure from consumer councils who have evidence of dissatisfaction.

W. H. Mitchell Jr.

William H. Mitchell jr., NADA area vice-president in New England and a prophet who has been warning for years of the day of reckoning on customer complaints, says that the FTC warranty investigation is the direct result of dumping of new cars by big wheelers in auto dealing. Such volume operators, he said, sell beyond their ability to properly prepare new cars and to provide warranty and after service.

• • •

Two-Hatted Game

AFTER attracting a customer by price ads and selling him with pressure, the big dealer would point out to the customer that he had a good service dealer right in his neighborhood who was obligated to take care of the warranty needs of the customer.

"This," said Mitchell, "was the old two-hatted game, where the dealer is an 'independent business man' when the factory wants him to be and at the same time an arm of the factory to take care of a warranty on his make whether he had anything to do with the sale or not."

In practice, Mitchell said, it never works out for the good service dealer is hard put to take care of his own new-car customers. Even if he had the desire to take care of the price advertiser's customers, he doesn't have the space or the facilities.

So guess who gets the runaround?

• • •

Hearings Due

MITCHELL predicted that the FTC investigations would lead to congressional hearings in which

4. Providing knowledgeable service after the sale.
5. Handling the used car.

The breakdown comes, he said, when the wheeler is allowed to sell many times the number of cars he is prepared to properly deliver and provide service for.

Then the federal government steps in and asks:

Who does protect these customers? If the factory advertises a warranty under which its dealers cannot perform, then the customer is defrauded.

• • •

Hint of Probe

THERE was a hint of what was coming in February when FTC's Bureau of Industry Guidance said this before the House Appropriations subcommittee:

"Over 300 complaints have been received during the past 18 months alleging failure on the part of the automobile manufacturers to perform satisfactorily under their new-car guarantees.

"On the basis of these complaints and other available information, it appears that there is widespread consumer dissatisfaction with the manner in which automobile manufacturers perform under their guarantees.

"A limited field investigation is now being conducted to determine whether the guarantee practices of automobile manufacturers are violative of laws administered by the commission, and, if so, the extent of such violations.

"It is expected that the investigation will be conducted during the last half of fiscal 1966 and will form the basis for a compliance program to be undertaken in fiscal 1967. The target date for completion of this project is March 1, 196[illegible]

• • •

Who Will Do Work?

A BREAKDOWN in the keeping of warranty promises to the customer poses a problem for dealers as well as the factory. If the dealers do not take care of the new-car buyers, then, said Mitchell, the federal government may well put the heat on the factories to honor the charges for taking care of buyers' cars, no matter who sends in the bills—gas stations, independent garages, what have you.

Already, said Mitchell, factories are honoring the invoices for warranty work not performed by dealers on cars owned by the fleet users and rental and leasing companies.

Mitchell said that there is

13 + Ol

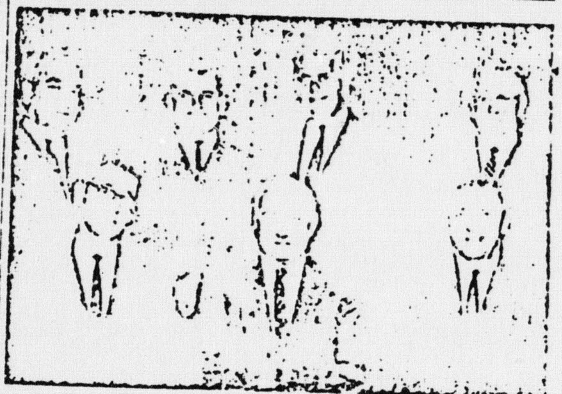
30-Year Club Books Abernethy

Roy Abernethy

WASHINGTON.—Roy Abernethy, president of American Motors, will be guest speaker at the annual reunion breakfast of the NADA 30-Year Club, to be held in conjunction with the NADA convention in San Francisco.

The breakfast will be held at 7:45 a.m. Tuesday, Jan. 31, in the main ballroom of Del Webb's Townehouse.

Dean Chaff[illegible], president of the NADA 30-Year Club, noted that the breakfast is always a sellout and urged early reservations. Tickets are $5 per person.



Directors of N. Y. State Assn.—

Members of the New York State Automobile Dealers Assn. hav
the year. Seated, from left are: George E. Smith jr. (Chrysl
William F. Miller (Pontiac), Hamburg; Irving Rogers (Pontiac), Br
Wolcott (Chevrolet-Cadillac), Bath. Standing, from left are (all
Nortz (Ford-Lincoln-Mercury), Lowville; Edward A. Soukup (Lin
stead; Lewis Goodman (Chrysler-Plymouth), Syracuse; Carl King (F
Spa, and Glen E. Whitaker (Buick-Chevrolet), Sidney. Other reel
photo are: Stowell P. Fournia (Oldsmobile-Dodge), Massena; L. B
Oldsmobile), Salamanca; Ray Benson (Chevrolet), Utica, and J.
Rochester.

NLRB Orders 152 Ele
Among Detroit Salesm

By Francis J. Gawronski
Staff Writer

THE National Labor Relations Board has announced that it will conduct representation elections among new and used-car salesmen at 152 dealerships in the Detroit area over a three-day period beginn[illegible] Tuesday, Dec. 6.

The b[illegible] o announced that it
would i[illegible] all the ballots and
delay c[illegible] of the votes until
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[illegible]

The CM Low Prices listed below are based on dealer cost plus a reasonable profit which ranges from $100 on low-priced models (of Chevrolet, Ford, Plymouth, etc.), to $150-$200 on middle lines (Buick, Dodge, Ford, Mercury, Oldsmobile, Pontiac) and about $350 and more for Lincoln, Imperial, Cadillac and other luxury cars. Federal excise taxes are included but not local or state sales taxes.

Accessories are listed at cost to the dealer. CM believes the dealer can take his profit on the car; watch accessory prices carefully to prevent "ballooning."

You will find wide variation in car prices asked by dealers—from $50 to $400—which means that you can save up to $400 in buying your car. The best prices usually are found in areas with strong nearby competition operating to keep prices down. Remember that no matter where you buy your car, you can have it serviced at a local authorized dealer under the manufacturer's guarantee. In any area you can bargain better for low prices when armed with your CM Price/Value Report.

Here are six simple steps to determine the lowest price you can pay for the car you want.

1. Put checks next to the names of the exact models from which you intend to choose and make a complete list of all equipment you want.
2. Check CM Low Price listed in the Report for the models you want.
3. Check to see what standard equipment is included at no extra cost with each of the final models you are considering.
4. Check the CM Price listed in this Report for accessories you want that will be optional in each of the final models.
5. Find freight cost for shipping the autos from the factory. These will be posted as F.O.B. cost on the car windows in dealer showrooms.
6. Add up the CM Low Cost of your model, CM cost of accessories, and freight cost. The total figure will give you the lowest selling price for your automobile.

Use this price as your bargaining base (this is where the savings come in.) If the dealer offer is within $25, you have a good deal.

BUICK

	CM LOW PRICE
LE SABRE	
Sport Coupe	$2545
4 Dr. Hardtop	2590
4 Dr. Sedan	2485
LE SABRE CUSTOM	
Sport Coupe	2613
4 Dr. Hardtop	2665
4 Dr. Sedan	2555
Convertible	2782
WILDCAT	
Sport Coupe	2765
4 Dr. Hardtop	2809
4 Dr. Sedan	2685
Convertible	2885
WILDCAT CUSTOM	
Sport Coupe	2939
4 Dr. Hardtop	2977
Convertible	3060
ELECTRA 225	
Sport Coupe	3335
4 Dr. Hardtop	3420
4 Dr. Sedan	3320
ELECTRA 225 CUSTOM	
Sport Coupe	3475
4 Dr. Hardtop	3560
4 Dr. Sedan	3485
Convertible	3605
RIVIERA	
Sport Coupe	3740

STANDARD EQUIPMENT
(included in above prices)

LE SABRE . . . Front and Rear Seat Belts, Courtesy Light, Dual Horns, Carpeting, Dual Brakes, Warning Flasher, Backup Lights, Windshield Washers and Wipers, Padded Dash and Visors, Absorbing Steering Column, Outside Mirror, Safety Locks, 220 H.P. 2BBL V-8 Engine

LE SABRE CUSTOM . . . "LeSabre" Equipment Plus Deluxe Steering Wheel, and Deluxe Interior

WILDCAT . . . "LeSabre Custom" Equipment Plus 360 H.P. V-8 Engine

WILDCAT CUSTOM . . . "Wildcat" Equipment Plus Deluxe Steering Wheel, and Deluxe Interior

ELECTRA 225 . . . "Wildcat Custom" Equipment Plus Power Steering, Padded Seat Cushions, Auto. Transmission, Electric Clock, Deluxe Steering Wheel, Power Brakes, Complete Light Group, Deluxe Wheel Covers, Complete Carpeting, 360 H.P. V-8 Engine

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Auto Brokers

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The Evening Bulletin
PHILADELPHIA
Thursday, May 19, 1966

Auto Dealers Post Increases In Profits So Far This Year

Detroit, May 19—(AP)—Cash registers jingled a merry tune in auto dealerships in the first quarter of this year as sales and profits ran ahead of the 1965 pace.

The question was ... given to dealer profits ... quarter ... April a ...

sales compared with 11.9% in the similar period last year.

In a supplemental survey Automotive News said 80% of the dealers it queried reported April profits were as good or better as in the first quarter. About two-thirds said their April profits were as good or better than in April a year

was less than last for the re-

... of the Dealers As- ... up this means we all ... work a ... ness is still

High Court Rules Against GM on Sales

Says Firm Illegally Blocked ~~Deals~~ With ~~Discounters~~

N

Court Rules Against GM

THE NABCOR SYSTEM

of

AUTOMOBILE MERCHANDISING

Washington, April 28 — (EP) — The Supreme Court ruled today that General Motors Corp. and California trade associations illegally blocked Chevrolet sales through discount houses in the Los Angeles area.

By a unanimous vote the court reversed dismissal of a Justice Department civil antitrust suit against GM and the dealers by U. S. District Judge Charles H. Carr, of Los Angeles, on Sept. 14, 1964.

Carr had held that GM was merely enforcing the part of its contracts with dealers which bar setting up a branch without GM approval.

Fortas Speaks for Court

The Supreme Court, however, found "a classic conspiracy in restraint of trade" in violation of the Sherman Antitrust Law.

Justice Abe Fortas spoke for the court. He said "there can be no doubt that the effect of the combination or conspiracy here was to restrain trade and commerce within the meaning of the Sherman Act.

The Justice Department had contended that the illegal activities had been going on since 1960.

WASHINGTON (AP) — The Supreme Court decided General Motors antitrust Chevrolets ing to ban count houses in the Los Angeles area.

Justice Department counsel contended such sales would increase competition level retail price.

GM attorneys discount houses are not needed to create price competition.

Justice Abe Fortas delivered the unanimous decision. Fortas said the high tribunal found in today's case "a classic conspiracy in the restraint of trade."

His opinion said there was "joint, collaborative action by dealers, the defendant associations and General Motors to eliminate a class of competitors by terminating dealings between them and a minority of Chevrolet dealers and to deprive franchise dealers of their freedom to deal through discounters if they so choose."

Deprived

Chevrolet dealerships by independent under franchise agreements General Motors to sell cars to any price.

Government said on discount houses ed the automobile of a big advantage competitive price said about 2,000 Chevrolets but 2 percent of all in the Los Angeles area handled through discount

Protection

is in the record evidence that one of the behind the concerted to eliminate sales of new Chevrolet cars by discounters to protect franchised dealers from real or apparent price competition," Fortas said. The protection of price competition from conspiratorial restraint is an object of special solicitude under the antitrust laws. We cannot respect that solicitude by closing our eyes to the effect upon price competition of the removal from the market, by combination or conspiracy,

sale to ... ged $431 per ... about the same as first quarter but a ... for entire 1965

15 of 80

E-897

NEWEST AID TO INVESTORS

The biggest problem facing the investor today is the large amount of capital necessary for a high risk, small return opportunity.

Many individuals enter a business requiring skills ranging from employee relations to machine maintenance man to general laborer. And they enter this business without such background and without the possibility of an adequate training program.

NABCORS ANSWER!

The Nabcor System has been formed to provide the small investor with the opportunity to enter the largest market in the world with no investment. The Nabcor System permits the opportunity to build individual businesses on a basis that eliminates all the undesirable Franchise features.

he Franchised Nabcor Dealer has at his disposal every make and model new car manufactured in the United States today. There are no restrictions on quantity of units or variations in body style, equipment, etc. The Franchised Nabcor Dealer is a part of a National organization with all the benefits accrued through the power of mass purchasing.

The Franchised Nabcor Dealer is provided with complete comprehensive training in the Nabcor System of Automobile Sales and Leasing.

THE NABCOR SYSTEM

The Nabcor System provides Franchised Dealers with the opportunity to sell or lease on a personalized basis, every make and model new automobile. Nabcor Franchised Dealers have the opportunity to provide personalized service for their customers before and after the sale!

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THE NABCOR SYSTEM ASSURES REPEAT BUSINESS

Customer satisfaction assured by a personal approach to a major consumer product.

Service available after sale in form of wholesale prices on tires, batteries, and accessories.

Counselling available on best buy in model year regardless of make.

Used cars available at wholesale prices for two car customers.

PEOPLE NATURALLY PREFER TO
CONTINUE A SATISFACTORY RELATIONSHIP.

NABCOR FRANCHISED DEALERS

Can expect an annual income ranging from $25,000.00 to $50,000.00 with an investment as little as $5,000.00 security deposit.

THE FULL STORY?

An appointment can be made at your convenience by simply writing to Nabcor, Inc., 101 Benson Manor, Jenkintown, Pa. or telephoning 885-2075.

16a.t.

E-898

From **PHILADELPHIA AUTOMOBILE TRADE ASSOCIATION**

ROOM 1906 FINANCE BUILDING • 1428 SOUTH PENN SQUARE • PHILADELPHIA 2, PA.

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NEW CAR REGISTRATIONS

AUGUST - 1959

	BUCKS	CHESTER	DELAWARE	MONTGOMERY	PHILADELPHIA
BUICK	22	23	44	56	74
CADILLAC	11	9	37	58	131
CHEVROLET	277	120	400	378	1233
CHRYSLER	8	2	26	25	47
CONTINENTAL	1	0	5	4	7
DeSOTO	15	11	13	13	54
DODGE	62	16	38	58	186
EDSEL	2	4	8	8	16
FORD	188	125	416	399	884
IMPERIAL	0	3	3	7	14
LINCOLN	3	1	4	11	7
MERCURY	26	11	39	44	87
OLDSMOBILE	20	28	79	88	205
PLYMOUTH	63	51	117	148	269
PONTIAC	66	39	131	104	260
RAMBLER	148	58	153	180	401
STUDEBAKER	20	13	61	28	82
MISC. DOMESTIC	0	0	0	0	61
FOREIGN	145	93	213	303	383
TOTAL	1077	607	1787	1912	4401

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E-899

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THE NABCOR SYSTEM
Authorized Dealer

Purchase Agreement

Date........ ....

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I ....

Address ....

hereby agree to purchase the following described vehicle, and request the equipment and services set out below.

Year .... Make................ Cylinder.......... Model.................... Type.................. Color...........

Stock No.............. Serial No.. Basic Price $..............

TITLE and REGISTRATION

You are hereby authorized and directed to title and register this car in the name of..for whom I am buying it.

Signed:..

Equipment ....

As part of the purchase price I hereby sell and assign all of my Right, Title, and Interest to the following described automobile which is free of any lien or encumbrance whatsoever except as stated below:

Year.............. Make................ Cylinder.......

Model .... Body Type............. Color.............

Equipment ....

Serial No. ....

License No. & State ....

Title No. ....

Stock No. ....

Allowance	$	
Deduct: Payoff	$	
Net Allowance	$	

Payoff Payable to ....

I request a settlement as follows:

Net Allowance	$	
Cash on Delivery	$	
Deposit	$	
Receivable	$	
Total Down Payment	$	
Unpaid Balance Financed	$	
Total	$	

BALANCE EACH DEAL

Work Space Only
Total of A & B must equal C

A $
B $
$

Total of lines 1, 4, 5 and 6 must equal C

1 $
4 $
5 $
6 $
$

←B

A→

#
#

By..............

←C

Total	(1)	$	
Deduct: Allowance Subject to Approval	(2)	$	
Difference (1 minus 2) Subject to Approval	(3)	$	
Add: State & Local Tax	(4)	$	
Title, License Fee	(5)	$	
....	(6)	$	
Payoff	(7)	$	
Balance Due Dealer (Total of lines 3 through 7)		$	

I am of legal age and legally competent to enter into this agreement. I understand the foregoing terms and conditions of this agreement are subject to and final only when approved and countersigned by both the General Sales Manager and/or dealer and Credit Manager and/or dealer mentioned above. If for any reason, the terms and conditions are not approved and/or fully countersigned or the pay-off on encumbrance exceeds the amount stated above. I will return the vehicle or pay any additional sum required to obtain credit or pay-off the encumbrance. It is expressly understood by the undersigned that mileage is not guaranteed by the seller. I further understand that this agreement does not include Bodily injury or Property Damage Insurance. It only includes insurance as stipulated below. This writing contains the full, final and exclusive statement of the agreement of the parties and no representations or statements have been made by seller except as herein stated; so that no warranty, express or implied, arises apart from this writing and dealer shall not be held liable or responsible for any statement, promise, or promise of sale, express or implied by any of its employees, apart from this writing. A copy of this order not properly approved and countersigned does not constitute a sale nor does it ever constitute a receipt for a deposit or down payment.

(Financed Balance, to be paid to the holder in due course, in a lump sum on...................................., 19........, or in................successive weekly installments of $.......................each, or in................successive monthly installments of $..................each and a final installment of $.................... The first installment being payable on.., 19........, and later installments on the same day of each (week or month) thereafter.)

INSURANCE REQUESTED BY PURCHASER

Symbol ....Comprehensive ....
(Up to 3 yr. old only)
Class. ....Fire & Theft
Metropolitan ....Deductible Collision ....
Suburban ....Term (Months) ....
Other ....Premium ....

Signature of Purchaser ....
Occ. ....Res. Phone No.
Emp. ....Bus. Phone No.

Approved by..

Countersigned by..

Salesman..

E-900

N

THE NABCOR SYSTEM
Authorized Dealer

Purchase Agreement

Date........ ....

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....

Address ....

hereby agree to purchase the following described vehicle, and request the equipment and services set out below.

Year .... Make.................... Cylinder............ Model.................... Type.................... Color....................

Stock No.................... Serial No...

TITLE and REGISTRATION

You are hereby authorized and directed to title and register this car in the name of..for whom I am buying it.

Signed:..

As part of the purchase price I hereby sell and assign all of my Right, Title, and Interest to the following described automobile which is free of any lien or encumbrance whatsoever except as stated below:

Year................ Make.................. Cylinder..........

Model .... Body Type.............. Color..............

Equipment ....

....

Serial No. ....

License No. & State ....

Title No. ....

Stock No. ....

Allowance	$....................	....
Deduct: Payoff	$....................	....
Net Allowance	$....................	....

Payoff Payable to ....

....

I request a settlement as follows:

Net Allowance	$....................	....
Cash on Delivery	$....................	....
Deposit	$____________	________
Receivable	$____________	________
Total Down Payment	$....................	....
Unpaid Balance Financed	$____________	________
Total	$____________	________

(Financed Balance, to be paid to the holder in due course, in a lump sum on.................................., 19........, or in..................successive weekly installments of $.........................each, or in..................successive monthly installments of $......................each and a final installment of $...................... The first installment being payable on.................................., 19........, and later installments on the same day of each (week or month) thereafter.)

BALANCE EACH DEAL

Work Space Only
Total of A & B must equal C

A $____________
B $____________
$____________

Total of lines 1, 4, 5 and 6 must equal C

1 $____________
4 $____________
5 $____________
6 $____________
$____________

←B

A→

#

#

By....................

←C

Basic Price		$....................	....
Equipment		....	....
....		....	....
....		....	....
....		....	....
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....		....	....
....		....	....
Total	(1)	$____________	________
Deduct: Allowance Subject to Approval	(2)	$____________	________
Difference (1 minus 2) Subject to Approval	(3)	$____________	________
Add: State & Local Tax	(4)	$____________	________
Title, License Fee	(5)	$____________	________
....	(6)	$....................	....
Payoff	(7)	$____________	________
Balance Due Dealer (Total of lines 3 through 7)		$____________	________

I am of legal age and legally competent to enter into this agreement. I understand the foregoing terms and conditions of this agreement are subject to and final only when approved and countersigned by both the General Sales Manager and/or dealer and Credit Manager and/or dealer mentioned above. If for any reason, the terms and conditions are not approved and/or fully countersigned or the pay-off on encumbrance exceeds the amount stated above. I will return the vehicle or pay any additional sum required to obtain credit or pay-off the encumbrance. It is expressly understood by the undersigned that mileage is not guaranteed by the seller. I further understand that this agreement does not include Bodily injury or Property Damage Insurance. It only includes insurance as stipulated below. This writing contains the full, final and exclusive statement of the agreement of the parties and no representations or statements have been made by seller except as herein stated; so that no warranty, express or implied, arises apart from this writing and dealer shall not be held liable or responsible for any statement, promise, or promise of sale, express or implied by any of its employees, apart from this writing. A copy of this order not properly approved and countersigned does not constitute a sale nor does it ever constitute a receipt for a deposit or down payment.

INSURANCE REQUESTED BY PURCHASER

Symbol ....Comprehensive ....
(Up to 3 yr. old only)
Class. ....Fire & Theft ....
Metropolitan ....Deductible Collision ....
Suburban ....Term (Months) ....
Other ....Premium ....

Signature of Purchaser ....
Occ. ....Res. Phone No. ....
Emp. ....Bus. Phone No. ....

Approved by..

19 [illegible] Countersigned by ....

Salesman

E-901

THE
NABCOR
SYSTEM

WALTER H. SCHULTZ SALES & SERVICE

WHERE SERVICE HAS SOLD THOUSANDS

16-20 PASSAIC STREET
TRENTON, N. J. 08618

ALL MAKES And Models
Telephone: (609) 396-1541

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Dear Customer,

For the past 40 years we have sold and serviced new and used cars, starting with Oakland, then Pontiac, Studebaker and N.S.U. Prinz.

Now we are an Authorized Dealer of Nabcor, Inc., a new system of buying cars. Now you can purchase the car of your choice without traveling from dealer to dealer, in other words, one dealer, all makes.

Regardless of what make or model you choose we will be glad to appraise your present car and deliver a new car, at great savings to you, plus top dollar on your trade, low bank rates, insurance and our personalized service.

Why not stop in or call and one of us will come out to see you. You will be glad you did.

Very truly yours,

Walter H. Schultz
Hugh J. Daily
Joseph Bohnert

20 of [illegible]

E-902

JEROME S. KUTNER
VICE PRESIDENT

KUTNER BUICK, INCORPORATED
CASTOR AVENUE AND FRIENDSHIP STREET
PHILADELPHIA, PENNSYLVANIA 19149

July 12, 1966

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Mr. William Nash
Nabcor Incorporated
101 Benson Manor
Jenkintown, Pennsylvania 19046

Bill:

This is to confirm our telephone conversation as of yesterday. Kutner Buick will supply you with new Buicks at the following price schedule:

All Special Series	$65.00	Above Factory Invoice
LeSabres	$65.00	Above Factory Invoice
Wildcats	$65.00	Above Factory Invoice
Electras	$65.00	Above Factory Invoice
Rivieras	$100.00	Above Factory Invoice

All cars will be serviced, Pennsylvania State Inspected and washed. At time of delivery, you are to pay us either by bank draft or company check on a C.O.D. basis.

We will appreicate any warranty business you can send to us.

Thanking you in advance for your future business, and I hope it will be a long association.

Very truly yours,

KUTNER BUICK INC.

Jerome S. Kutner

Jerome S. Kutner
Vice-President

JSK:di

P.S. This price structure is subject to change at any time.

21 + Cl

JENKINTOWN DODGE, Inc.
TU 7-6900 CA 4-5500 900 Old York Road
JENKINTOWN, PA. 19046

June 30, 1966

DEFENDANT'S EXH. No. WW
Marked for ID ________
Rec'd in Evidence ________
Page 23

Nabcor, Inc.
101 Benson Manor
Jenkintown, Pa.

Attention: Mr. James Ryno

Dear Jim,

This is confirmation of your telephone call Thursday, June 30th concerning our price considerations to you.

We will deliver to you any model 1966 or 1967 Dodge automobile for $50.00 over our tissue price less 1%. This price will prevail on through the 1966 and 1967 models.

Hoping this meets with your approval.

Sincerely yours,

JENKINTOWN DODGE, INC.

Jim

James Hart
Fleet Manager

JH:hm

92 at Cl

CHRYSLER
Plymouth

Gegnas Plymouth
3875 Kensington Avenue
Philadelphia, Pa. 19124

March 28, 1966

DEFENDANT'S EXH. No. WW
Marked for ID
Rec'd in Evidence
Page 24

Nabcor Incorporated
1617 John F. Kennedy Blvd.
Suburban Station, Suite #2063

Gentlemen:

In reference to purchase orders for leasing, we will deliver cars to you at the price of $30.00 over factory invoice. Cars will be serviced and state inspected, any quantity you desire. Thanking you in advance for the opportunity of being of service to you.

Yours truly,
Tommy Thomas
Tommy Thomas
General Manager

deg

23 at CP

E-905

Chestnut MOTORS, INC.
AUTHORIZED SALES AND SERVICE
4601 CHESTNUT STREET, PHILADELPHIA 39, PA. • SHERWOOD 8-5800

May 18, 1966

DEFENDANT'S EXH. No. WW
Marked for ID
Rec'd in Evidence
Page 25

Nab. Cor, Inc.
101 Benson Manor
Township Line and Old York Road
Jenkintown, Pa.

Attention: Mr. Wm. A. Nash

Dear Mr. Nash:

With reference to our agreement of selling your company automobile, we will be glad to supply automobile at $50.00 over cost less 1%.

Thank you for giving us the opportunity of servicing you.

Very truly yours,

CHESTNUT MOTORS, INC.

E. J. DePhillipo

E. J. De Phillipo
General Manager

94 at 01

20139

E-906

CHIEF PONTIAC INC.

RT. 46 • LITTLE FALLS, NEW JERSEY 07424 • CL 6-3444

June 7, 1967

Nabcor Inc.
General Motors Bldg. Rm#508
1775 Broadway
New York City, N. Y.

DEFENDANT'S EXH. No. WW
Marked for ID ________
Rec'd in Evidence ________
Page 26

Attn Mr. Frank Maiarana:

Dear Mr. Maiarana,

This is to confirm our telephone conversation of earlier today, where I informed you I would be glad to deliver new Pontiacs to your organization for $50.00 over dealer invoice.

Looking forward to meeting you personally in the near future.

Yours Truly,

Joseph Distasio

CHIEF PONTIAC INC.
Joseph Distasio
President

JD/RB

ERNIE BROWN & SON
21 N. YORK ROAD
Phone OS 5-5252
HATBORO, PENNA.

March 21, 1966

Nabcor Inc.
1617 John F. Kennedy Blvd.
Suite 2063
Phila., Pa.

DEFENDANT'S EXH. No. WW
Marked for ID ______
Rec'd in Evidence ______
Page 27

Gentlemen:

We agree to supply Nabcor, Inc. with new Plymouths at $50.00 less 1%; Chryslers at $75.00 less 1%; Imperials at $100.00 at no discount; less advertising of $15.00 on Plymouths and $25.00 on Chryslers and Imperials.

Very truly yours,

ERNIE BROWN & SON

Roger E. Brown., Partner

96 at all

C & C Motors, Inc.
1100 EASTON ROAD, ROUTE 611, HORSHAM, PA. OSborne 5-1700
ACROSS FROM WILLOW GROVE NAVAL AIR STATION

March 14, 1966

Nabcor, Inc.
Suite 2063 Suburban Station Building
1617 John F. Kennedy Boulevard
Philadelphia, Pa. 19103

DEFENDANT'S EXH. No. WW
Marked for ID
Rec'd in Evidence
Page 28

Att: Mr. Frank Maiorana

Dear Mr. Maiorana:

Per our telephone conversation, we are assured we can deliver you two hundred (200) new Fords this year at the agreed price.

Yours truly,

Paul Denaro
Paul Denaro
Manager
C & C Motors, Inc.

PD/cr

27 at Ck

V.F.D. Sheet Protector PS-3

DEFENDANT'S EXH. No. W W
Marked for ID ____
Rec'd in Evidence ____
Page 29

AUTOMOTIVE NEWS, MARCH 20, 1967

12-Million Car Year by '75 Seen by General's Morgan

NEW YORK.—The motor vehicle industry will be producing 12 million automobiles and two million trucks annually by 1975, according to Morgan J. Morgan, president of General Tire & Rubber Co.'s Tire Division.

Morgan, in an address to an Eastern dealer meeting here, also predicted that the tire industry will be producing over 300 million units annually by that time.

Three new tires—the Jet Radan radial, the Power Jet truck tire and the ND Lugger off-highway truck tire—were introduced during the session.

Morgan said that by 1975, U. S. population will increase to over 240 million, a rise of 43 million and that this will mean "a lot more customers."

He cited changes in the tire business which have made tires stronger and more durable, and said that the U. S. has "reached the age of specialization."

"As the number of vehicles grow and as tires are used in new and different types of work," he said, "it will require an even greater specialization than ever before to keep the customer satisfied."

Morgan believes there will be specialists in all fields of transportation, and that "there will be plenty of business for everyone."

The Jet Radan, General's first entry into the radial tire market, features the basic Jet-Air II tread design, modified for radial construction. It is said to have less heat buildup and rolling resistance than conventional tires.

Morgan said the company has shipped "thousands" of Jet Radan tires to its 22 districts for sale.

He said the Power Jet truck tire features excellent original mileage, good retread life and a reduction in cost-per-mile of operation. It is designed as an all-purpose, all-wheel highway tire, and is said to provide easy handling and little rolling resistance.

It is available in single-bead commercial sizes, wide-base models for extra load carrying and high flotation, and models for campers, utility trucks and other light vehicles.

The new ND Lugger is a truck tire designed for rock and concrete hauling, mining and other off-highway service. It is said to feature high traction and tear resistance.

98 at OP

E-910

V.P.D. Sheet Protector PS-3

WALLER MOTORS, INC.
York Road & Harte Road Jenkintown, Pennsylvania
Tel. TUrner 4-3400 - CApital 4-3400

COMET
LINCOLN CONTINENTAL
MERCURY

June 20, 1966

DEFENDANT'S EXH. No. WW
Marked for ID ________
Rec'd in Evidence ________
Page 30

Mr. Wm. Nash
Nabcor, Inc.
101 Benson Manor
Jenkintown, Pa.

Dear Mr. Nash:

In accordance with our conversation of this date, we will be pleased to supply your firm with new automobiles of our line in accordance with the following price schedule:

Mercury---$50.00 over tissue invoice less 1% H.B.

Comet-----$50.00 over tissue invoice less 1% H.B.

Lincoln-$100.00 over tissue invoice less 1% H.B.

This is with the understanding that you expect to purchase at least 200 units from us during the coming year~~s~~.

Sincerely,

R. H. Slingsby
Sales Manager

29 at Ol

E-911

Thunderbird
Falcon
FORD
Ford

READING MOTOR SALES, Inc.
Telephone 777-7651
One Thousand Lancaster Avenue
READING, PA. 19607

June 23, 1966

DEFENDANT'S EXH. No. WW
Marked for ID
Rec'd in Evidence
Page 31

Nabcor, Inc
Suite 2063 Suburban Station Building
1617 John F Kennedy Blvd
Philadelphia, Pa 19103

Gentlemen:

One 1966 Ford Custom 500 Tudor Sdn, Serial #6B51V226771
Sahara Beige

Base Price	1779.10	130.24	1909.34
Cr O Matic	133.10	9.40	142.50
Radio	41.25	3.21	44.46
Undercoat			15.00
Frt			67.75
Gas			2.44
Adv			13.00
			2194.49
		Over Invoice	50.00
			2244.49
		Less 1%	23.11
		Due Reading Ford........	2221.38

Reading Motor Sales, Inc

Charles F Ely
Office Mgr

30 at [illegible]

E-912

REPORT

SIC 50 12
D-U-N-S 01-420-2060
MARROR INC

DATE OF REPORT
CD 4 MAY 2 1967 N
WHOL AUTOS

STARTED 1966
RATING 1
Formerly --

BENSON MANOR APTS; SUITE 101
JENKINTOWN PA 19046
MONTGOMERY COUNTY
TEL 215 883-2075

FRANK MAIORANA, PRES
ANTHONY MAIORANA, SEC-TREAS
DIRECTORS: The Officers and Thomas Tracey.
III

SUMMARY

PAYMENTS PPT
SALES $15,000,000
WORTH [illegible]
EMPLOYS [illegible]
RECORD CLEAR
TREND UP

DEFENDANT'S EXH. No. WW
Marked for ID ________
Rec'd in Evidence ________
Page 32

PAYMENTS

Due to nature of this activity, this corporation is not known as a
general seeker of commercial credit. Most automobiles are purchased on a
cash basis, although many are purchased on billing and indicate purchases
up to $20,000, paid promptly upon receipt of invoice. These automobiles
are then handled on corporation's exclusive lease-purchase plan through
its franchised dealers. Rentals here and in other branch offices amount
to over $135000 monthly, and are paid in advance and punctually. Furnishings
for offices are paid in cash, although one local furniture company granted
credit up to $2,000, with bills paid in full in thirty days. Current opera
ting bills average upwards of $5,000 and are paid promptly.

FINANCE

On May 2 1967 Anthony Maiorana, Secretary Treasurer submitted partial
figures (indicated by # sign), this and investigation indicates the follow-
ing condition:

Cash	Low 6 fig	Owing Officers	None#
Notes Rec	Mod 6 fig	Accrues Exp	$ 12,000#
Fixt & Equip	$ 25,000#		
Improvements	36,000#	NET WORTH	630,000#

Sales $15,000,000# antic annl. Fire Insurance on mdse & fixts $30,000,
dividends, none.

On May 2 1967 Anthony Maiorana, Secretary Treasurer, stated that sales
at the current rate of travel will return profits of at least a low to
moderate six figures. Volume showing rapid increases ad more franchise dealors
are set up and operations at this time reported returning good profits.

Commenting on the financial picture, the assets of this corporation
are reported at $700,000 and liabilities of $12,000. This is a completely
new and exclusive concept and has a good potential according to management.
Notes receivable are from dealers and are paid as automobiles are sold.
Indications point to satisfactory financial condition with cash being
more than adequate for needs. Volume increasing as this corporation is
utilizing a national advertising and public relations agency and is doing
extensive national advertising.

BANKING

Principal states balances average in low six figures, does not borrow.
Cash confirmed by checkbook.

HISTORY

Pennsylvania corporation chartered Jan 14 1966 with authorized capital
of 5,000 shares common stock, par value $1 per share. Starting capital
reported derived from personal savings of the officers, amassed over the
years when in other businesses of the automotive type and monies re-
ceived when selling other business ventures.

(CONTINUED)

31 of 69

E 9013
E-903

DEFENDANT'S EXH. No. WW
Marked for ID
Rec'd in Evidence
Page 33

NABCOR INC
JENKINTOWN PA

MAY 2 1967
Page 2

HISTORY (Cont'd)

FRANK, born 1925, married. 1957 to 1964 appeared as Vice President and later President of Autocrest Ford, Inc., Conshohocken, Pa. In late 1964 sold that business to others. Then appeared as President and dealer of Oxford Chrysler Plymouth Corporation, Philadelphia, Pa., until starting this venture. Prior to 1957 was active all adult life as owner of various leasing and new and used automobile businesses.

ANTHONY, born 1921, married. 1957 to 1964 associated with his brother in Autocrest Ford, Inc., as general manager. After that business was sold, also continued to be associated with his brother as general sales manager of Oxford Chrysler Plymouth Corp., Philadelphia, Pa. Prior to that time was active as owner of several new and used car businesses, one of which was purchased by Thornton-Fuller Co., of Philadelphia.

TRACEY, is an attorney, maintaining law offices in Philadelphia, Pa.

Above officers appear in similar capacities in the following which is a wholly-owned subsidiary:

(1) Nabcor Credit Corporation, a New York corporation licensed by the state of New York Banking Department. Financial details not available, but satisfactory condition reported.

No inter-company relations such as loans, endorsements or guarantees reported by Anthony Malorana.

OPERATION

This is a new concept in automobile merchandising which consists of assigning distributors and brokers on a national basis to handle all sales of domestic automobiles on the company's exclusive lease-purchase plan. The distributors and brokers conduct an automobile consumer service which enables them to handle all automobile needs for the automobile owner. The company supplies a thorough training program and all materials, bookkeeping procedures, forms, signs and solicitation methods necessary to operate a successful business; complete orientation in lease-purchases, insurance, field administration; advertising and promotion, cost and rate calculation, etc. Jointly also employs highly qualified automobile personnel and gives expert advise and consultation to its dealers after training. The corporation deals with a national advertising and public relations agency and has planned an extensive national advertising program. There are now well over 100 dealers in existance and more are being set-up. Indications are that these dealers are writing lease-purchase contracts on new automobiles in a satisfactory and profitable manner and that the company has been equipped financially and otherwise to keep pace with a highly excelerated growth pattern. The corporation has expanded to a point where it now maintains operations and offices in New York, Connecticut, New Jersey, Delaware, Maryland, Pennsylvania and the District of Columbia; and also maintains overseas operations which are centrally located in Paris, France. Immediate plans for an additional office in Boston, Mass., which will serve the remainder of the New England States and an extension of the Washington, D. C. office to cover Virginia and North Carolina have been made. Negotiations are now taking place to open operations coast to coast.

Financing of lease-purchase contracts are arranged by brokers or distributors local bank through Nabcor Credit Corp., or assisted by distributors and brokers through banks or other financial institutions. Subject corporation also assists in the placing of automobile insurance. Because of fleet and leasing contracts, corporation obtains automobiles on a fleet basis and these autos are prepared and serviced prior to "pick-up by the company." Dealers receive autos at the various branch offices for delivery to their customers. Employs 73 including the officers. LOCATION: Leases suite in this multi-story office building in excellent repair, premises orderly. Has approximately 10,000 square feet of space. Other branch offices are maintained at 1405 Locust St., Philadelphia, Pa.; 1617 John

(CONTINUED)

32 at
CP

E-914

LAW OFFICES
LOUIS R. CEREFICE
COUNSELOR AT LAW

932 SOUTH ORANGE AVENUE
NEWARK, NEW JERSEY 07106
ESSEX 3-1641-1413

April 27, 1967

DEFENDANT'S EXH. No. WW
Marked for ID
Rec'd in Evidence
Page 34

Nabcor, Inc.
Jenkinsville, Pennsylvania

Gentlemen:

I represent a client who is interested in obtaining a franchise to sell cars through your system just as soon as possible.

My client is young, aggressive and ambitious and has, in my opinion, all the qualifications of becoming a successful operator of such a franchise.

Would you be kind enough to send me whatever information that will be necessary for him to qualify as one of your representatives or franchise holders?

Thank you.

Very truly yours,

Louis R. Cerefice
LOUIS R. CEREFICE

LRC:mcp

33 ct

MARKET 7-6900

Harold B. Robinson Auto Sales Co.

601 NORTH BROAD STREET
PHILADELPHIA, PENNSYLVANIA 19123

May 12, 1966

Nabcor., Inc.
101 Benson Manor
Township Line and Old York Rd.
Jenkintown, Pa.

DEFENDANT'S EXH. No. WW
Marked for ID ____________
Rec'd in Evidence ____________
Page 35

Att: Mr. Mariano

Dear Sir:

Pending your decision it would be our privilege to deliver to you Plymouth, Dodge, Chrysler and Imperial for $50.00 over factory invoice and will return 1% of factory hold-back and any and all advertising rebates due us from the factory on said vehicles.

The above arrangements can also be made on Ford vehicles through our Reading Ford Agency. As an added courtesy, we can also make arrangements for drop deliveries.

If there are any further questions, please feel free to call upon me at any time.

Very truly yours,

Harold B. Robinson

HBR/mdf

3.4 at Ol

V.P.D. Sheet Protector PS-3

E-916

COLONIAL CADILLAC INC.
1655 NORTH OLDEN AVENUE
TRENTON 8, NEW JERSEY
TUXEDO 3-3500

EDWARD G. KNOBLOCH, PRESIDENT
ROBERT M. MURRAY, VICE PRESIDENT

July 30, 1962

Mr. Harry Rozany, General Manager
Allcrest Auto Leasing, Inc.
1403 Ridge Pike Avenue
Conshohocken, Pennsylvania

Thank you for your letter of July 27th, but some changes are necessary. Please write us as follows:

Colonial Cadillac Inc.
1655 North Olden Avenue
Trenton 8, New Jersey

DEFENDANT'S EXH. No. WW
Marked for ID ________
Rec'd in Evidence ________
Page 36

Dear Mr. Murray;

During the model year of 1963, we anticipate using 85 to 90 Cadillacs, which we will purchase from Colonial Cadillac Inc., Trenton, New Jersey. Please notify Cadillac Motor Car Division so these cars can be made available.

Allcrest Auto Leasing Company

Harry Rozani, General Manager

Also include your General Motors Fleet Agreement number if you have one.

You will probably not need the number of cars as noted above, and this does not commit your company in any way but would only make them available if you needed them.

Sincerely yours,

Bob

Robert M. Murray
Vice President

reb

35 at Al

6-2-4-70

BROOMALL CIRCLE FORD PENNA

BROOMALL CIRCLE FORD PENNA

WEST CHESTER PIKE & SPROUL RD. • BROOMALL. PA. 19008
PHONE: ELGIN 6-4500 · JACKSON 8-6016 A/C 215

DEFENDANT'S EXH. No. WW
Marked for Id. ____
Rec'd in Evidence ____
Page 37

December 12, 1966

Nabcor, Inc.
101 Benson Manor Apts.
Jenkintown, Penna.

Attn: Mr. William Nash

Dear Bill;

As per our telephone conversation of this date I will be glad to supply you with your Ford cars, and trucks, except Thunderbirds, at our fleet rates of $50.00 over invoice, less 1% of the hold back.

The above prices do not include registration, sales tax, or delivery charges.

Trusting the above rate meets with your approval and that you will favor us with your Ford orders.

Very truly yours,

Stanley C. Stewart

Circle Ford, Inc.
Stanly C. Stewart,
General Manager

SCS:PMA

FALCON · FAIRLANE 500 · FORD · MUSTANG · FORD T-BIRD

E-918 A

[illegible]

"Z" MOTORS, INC.
[illegible]

[illegible]

September 23, [illegible]

[illegible] Inc.
101 [illegible]
[illegible], [illegible]

DEFENDANT'S EXH. No. WW
Marked for ID
Rec'd in Evidence
Page 38

Attention: [illegible] Gallagher

Dear Sir:

In reply to your letter dated September [illegible], we wish to advise as follows: Our business hours are from 10 A.M. to 5 P.M. Monday through Friday. No Saturdays.

In regard to your visit, please call my office and my secretary will make an appointment for me, so there are [illegible] during the week that I [illegible].

Very truly yours,

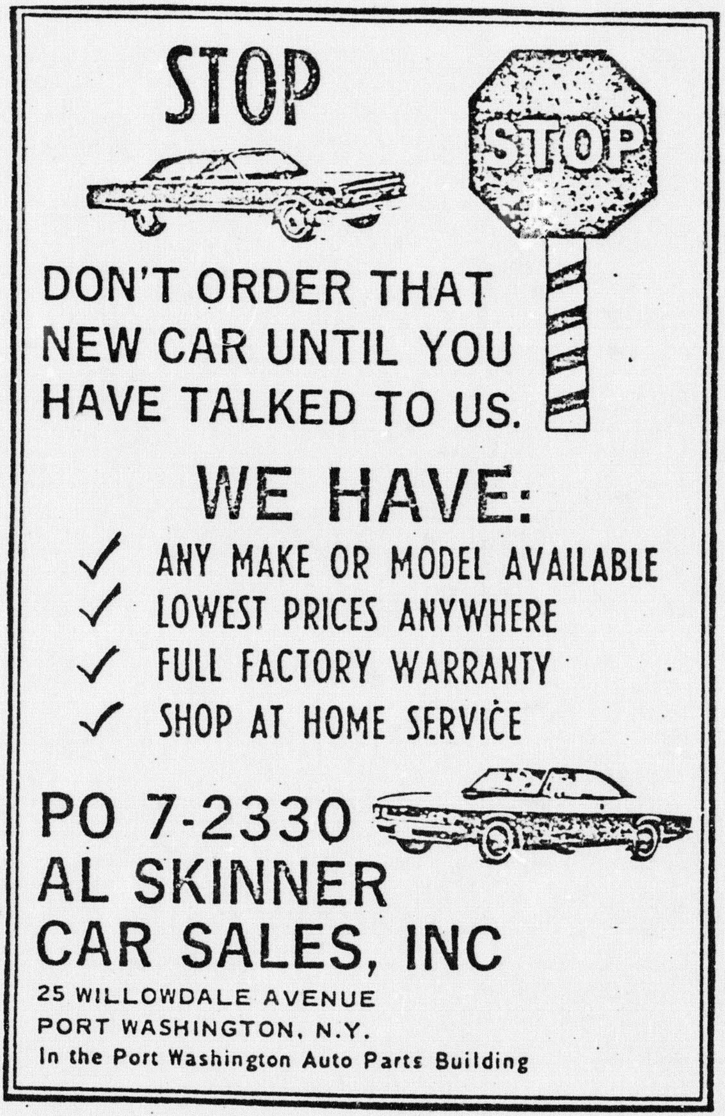
[illegible]

JPR:har

37 at 08

E-918B

DEFENDANT'S EXH. No. WW
Marked for ID ____
Rec'd in Evidence ____
Page 39



STOP

DON'T ORDER THAT NEW CAR UNTIL YOU HAVE TALKED TO US.

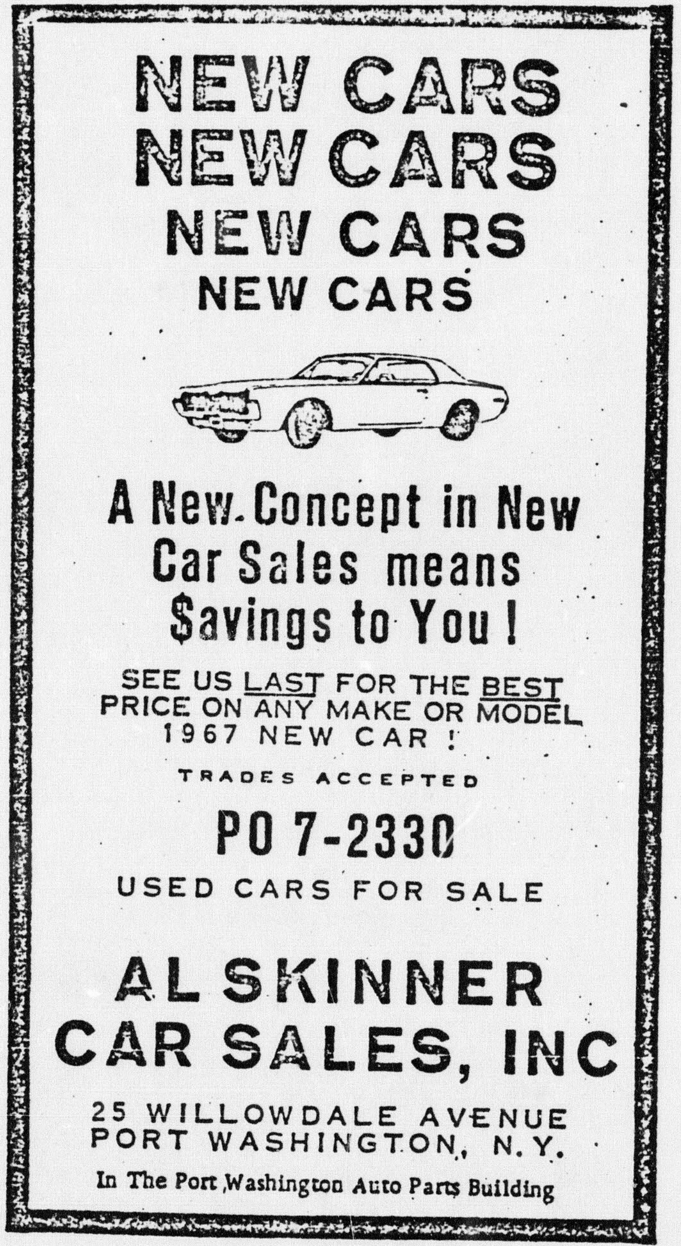
WE HAVE:

- ✓ ANY MAKE OR MODEL AVAILABLE
- ✓ LOWEST PRICES ANYWHERE
- ✓ FULL FACTORY WARRANTY
- ✓ SHOP AT HOME SERVICE

PO 7-2330

AL SKINNER
CAR SALES, INC

25 WILLOWDALE AVENUE
PORT WASHINGTON, N.Y.
In the Port Washington Auto Parts Building



NEW CARS
NEW CARS
NEW CARS
NEW CARS

A New Concept in New Car Sales means $avings to You!

SEE US LAST FOR THE BEST PRICE ON ANY MAKE OR MODEL 1967 NEW CAR!

TRADES ACCEPTED

PO 7-2330

USED CARS FOR SALE

AL SKINNER
CAR SALES, INC

25 WILLOWDALE AVENUE
PORT WASHINGTON, N.Y.
In The Port Washington Auto Parts Building

35 at 88

E-918C

READING MOTOR SALES, Inc.

Telephone 777-7651 One Thousand Lancaster Avenue

READING, PA. 19607

June 23, 1966

DEFENDANT'S EXH. No WW
Marked for ID ______
Rec'd in Evidence ______
Page 40

Nabcor, Inc
Suite 2063 Suburban Station Building
1617 John F Kennedy Blvd
Philadelphia, Pa 19103

Gentlemen:

One 1966 Ford Custom 500 Tudor Sdn, Serial #6B51V226771
Sahara Beige

Base Price	1779.10	130.24	1909.34
Cr O Matic	133.10	9.40	142.50
Radio	41.25	3.21	44.46
Undercoat			15.00
Frt			67.75
Gas			2.44
Adv			13.00
			2194.49
		Over Invoice	50.00
			2244.49
		Less 1%	23.11
		Due Reading Ford........	2221.38

Reading Motor Sales, Inc

Charles F Ely
Office Mgr

39 at Ol

E-919

Dodge
Dodge Trucks

SCARSDALE DODGE, INC.
685 CENTRAL AVENUE SCARSDALE, NEW YORK TELEPHONE 914 472-2800

May 12, 1966

abcor Inc.
165 Tuckahoe Road
Yonkers, New York

DEFENDANT'S EXH. No. WW
Marked for ID ____________
Rec'd in Evidence ____________
Page 41

Attn: Frank Mariana

Dear Sir:

Pursuant to our telephone conversation we are in agreement that we will sell and deliver vehicles in any amount as follows:

1) Darts and Coronets at $50.00 over invoice less 1% of the hold back on the base price of the vehicle.

2) Polaras and Monacos at $75.00 over invoice less 1% of the base price of the vehicle. The $15.00 charge for advertising if refundable by the fund shall not apply.

This agreement shall apply to the current model year and must be renewed in writing for each succeeding model year.

Very truly yours,

Jack Schecter
General Manager

JS:jo

40 at 06

AUTHORIZED DEALER CHRYSLER CORPORATION

E-920

BBB

Better Business Bureau of South Jersey

COOPER RIVER PARKWAY ■ PENNSAUKEN ■ NEW JERSEY

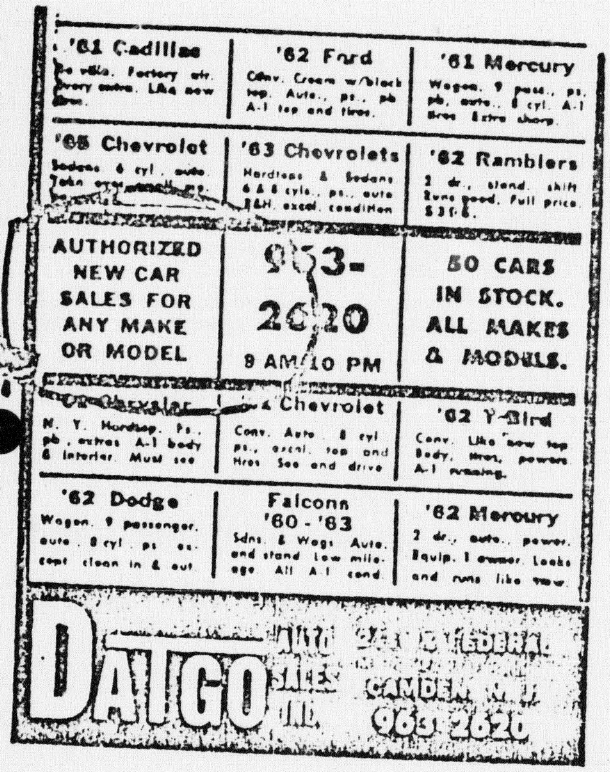
JEROME K. MILLER
EXECUTIVE DIRECTOR

[redacted]
609-663-6560

WILLIAM K DICKEY, JR.
COUNSEL

July 12, 1967

DEFENDANT'S EXH. No. WW
Marked for ID ______
Rec'd in Evidence ______
Page 42



'61 Cadillac
De Ville. Factory air. Every extra. Like new tires.

'62 Ford
Conv. Cream w/black top. Auto., ps., pb A-1 top and tires.

'61 Mercury
Wagon. 9 pass., ps., pb, auto., 8 cyl. A-1 tires. Extra sharp.

'65 Chevrolet
Sedans 6 cyl., auto. Take over small pa...

'63 Chevrolets
Hardtops & Sedans 6 & 8 cyls., ps., auto R&H. excel. condition

'62 Ramblers
2 dr., stand. shift Runs good. Full price $31-8.

AUTHORIZED NEW CAR SALES FOR ANY MAKE OR MODEL

963-2620
9 AM/10 PM

50 CARS IN STOCK. ALL MAKES & MODELS.

'6? Chrysler
N. Y. Hardtop. Ps., pb., extras A-1 body & interior. Must see

'6? Chevrolet
Conv. Auto. 8 cyl ps., excel. top and tires. See and drive

'62 T-Bird
Conv. Like new top Body, tires, powers A-1 running.

'62 Dodge
Wagon. 9 passenger. auto. 8 cyl. ps. except clean in & out

Falcons
'60 - '63
Sdns. & Wags. Auto. and stand. Low mileage. All A-1 cond.

'62 Mercury
2 dr., auto., power. Equip. 1 owner. Looks and runs like new.

DATGO AUTO SALES INC.
[illegible] S. FEDERAL
CAMDEN, N.J.
963-2620

NABCOR, Inc
101 Benson Manor
Jenkintown, Pennsylvania

Re: DATGO Auto Sales, Inc
Camden, New Jersey

Gentlemen:

We questioned the outlined statement in this advertisement, since, to all appearances, the operation is a used-car dealership.

Mr D'Attilio, one of the principals of DATGO, advised us that negotiations are under way to becoming a NABCOR franchised dealer. He stated that you have provided him with the authority to make such statements in his advertising.

It has always been our opinion that authority for an action can be granted only by those possessing the legal right to dispense such authority. We would appreciate knowing from you on what basis such authority was given this dealer.

Thank you for your cooperation.

Very truly yours,

BETTER BUSINESS BUREAU OF
SOUTH JERSEY

Jerome K. Miller

Jerome K. Miller
Executive Director

JKM/jm

41 at 00

E-921

00113

CHRYSLER MOTORS CORPORATION

60-275-0173 (10/65)

INVOICE

SOLD | NADCOC

PLANT	REG.	DEALER NO.	ORD. NO	SPEC. ORD. NO	VEHICLE IDENT. NO.	INVOICE NO.	INV. DATE
DETROIT, MICH	33	58673	124		WH23-071-150681	815-106999	11/14/66

ROUTE: 42 PRR-NEWARK-MEG

CONTROL NO. 1157727

LIST NO. 4050-01-3011

SHIP TO:

DEFENDANT'S EXH. No. WW
Marked for ID ____________
Rec'd in Evidence ____________
Page 43

SOLD TO:

PAID FOR BY: CHRYSLER CREDIT CORPORATION 222222-05

BODY TYPE	COLOR	TRIM AND EQUIP.	DESCRIPTION	[redacted]	E.H.&O	[illegible]
WH23	AA1	H4X	DODGE CORONET 440-8-2DR HARDTOP	[redacted]	144.00	1,96[illegible]
		31	273 CU. IN. ENGINE 2 BBL,	[redacted]		
		306	VINYL ROOF, BLACK	[redacted]	4.00	54.00
		395	TORQUEFLITE TRANSMISSION	[redacted]	11.05	1[illegible]
		421	MUSIC MASTER RADIO	[redacted]	3.05	41.[illegible]
		451	POWER BRAKES	[redacted]	2.25	29.0[illegible]
		456	POWER STEERING	[redacted]	4.9[illegible]	6[illegible].30
		521	TINTED GLASS, ALL WINDOWS	[redacted]	2.10	2[illegible].40
		536	MIRROR, REMOTE CONTROL, OUTSIDE LEFT	[redacted]	.30	[illegible].50
		691	EXPEDITE	[redacted]		
		709	BUFFED PAINT	[redacted]	1.20	15.[illegible]
		31	7.35X14 BLACKWALL TIRES,	[redacted]		19.0[illegible]
		628	PHILADELPHIA REGION D.A.A. INC. 342-DESTINATION CHARGE HB 4850	[redacted]		63.00
				[redacted]	172.90	
				[redacted]	TOTAL	2,608.80

RD
5
WUG 11/2
R.P. 14

…CEIVED WITH NUMBER ON THIS INVOICE. NOTIFY
…MOTOR VEHICLE PASSES ON DELIVERY TO THE DEALER, HIS AGENT
…ORATION RETAINS A LIEN FOR PAYMENT ON THE MOTOR VEHICLE UNTIL PAID
…INSTRUMENTS ARE RECEIVED ONLY AS CONDITIONAL PAYMENT.

ORIGINAL INVOICE

47 at 08

E-922

[illegible]
MIDTOWN CHEVROLET, INC.

C. D. SEYMOUR, PRESIDENT

GENERAL MOTORS BUILDING
1775 BROADWAY
NEW YORK, N. Y. 10019
Area Code 212
Plaza 7-7400

November 2, 1966

NABCOR
101 Benson Manor
Jenkintown, Pennsylvania

DEFENDANT'S EXH. No. WW
Marked for ID
Rec'd in Evidence
Page 44

Attention: Mr. Frank Maiorana

Gentlemen:

In line with our recent conversations, we will be pleased to sell you new 1967 Chevrolets per your specifications on the basis of $25.00 markup to include dealer make-ready and profit.

It is our understanding that these units will be paid for at time of delivery by NABCOR.

We sincerely appreciate this opportunity of serving you and should you have additional questions regarding this matter, please feel free in calling on us.

Very truly yours,

Fleet & Wholesale Division

M.C. Morrison
National Fleet Sales Manager

MCM:g
CC: NABCOR
165 Tuckahoe Rd.
Yonkers, N.Y.

43 [illegible]

W.P.D. Sheet Protector PS-3

Ford to Enter New York City Area . . .

Factory Make-Ready Splits Dealer Views

By Bob Fendell
Staff Correspondent

NEW YORK. — Company make-ready, in operation on an experimental basis by Ford Motor Co. near Portland, Ore., is going to get a mixed reception from Ford dealers in the New York area next year when a major make-ready facility for new cars opens at Port Newark, N. J.

Dealers of competing makes were even more inclined to criticize this kind of activity as a remedy for generally unprofitable new car preparation and warranty woes.

"The caliber of their help isn't going to be any better than ours, as far as I can see," said Corbin Ward, operator of dealerships in the Newark area.

"Company make-ready makes sense only when a dealer has an acute shortage of room. Ford is going to charge us for this new-car prep and, while we don't know how much exactly, I have an idea that the cost will be too high, compared with what we can do it for ourselves."

Said Ward, "The whole idea of company diagnostic centers—they are going to build one of those in this area, too—and make-ready centers is a subject that should be explored much more thoroughly by Ford and the dealers.

"Personally, I would want to know about warranty work," he said. "Are they going to keep com[illegible] backs 30 days and what are we [illegible]posed to tell the customer [illegible] do?"

Jerry Teske, operat[illegible]6th-am Ford in midtow[illegible]hattan, is generally favor[illegible] the idea —with reservat[illegible]

"As a volu[illegible]er, I favor the factory pr[illegible]" said. "I move 6,000 units a [illegible]ar and I sublet the service anyway.

"I understand the Ford place will charge about the same as an independent make-ready place and I would just as lief let Ford do that.

"Either way it's worth it to me just because of storage space," he added. "And if they take over the warranty service and comebacks, that would be good, too.

"But really, I don't see how they're going to get better mechanics than anyone else and I can see where a dealer with service room would have a different opinion of the program."

The Ford make-ready facilities will utilize the latest in diagnostic and automated equipment and Ford spokesmen emphasize that cost to dealers is still a subject of experiment as are the actual make-ready procedures.

The idea behind the factory make-ready centers is to deliver a vehicle uniformly prepared to as near perfection as possible, thus avoiding nuisance comebacks for uneven paint, rattles, squeaks and such things.

All dealers, Ford and competitors, are skeptical that the companies are willing to make this sort of prep.

"It would tak[illegible]o much time that the labor rat[illegible]e would make it impossible [illegible] over every new car and [illegible] it perfect," scoffed one O'[illegible]de dealer.

"I[illegible] they automate and train a [illegible]ent kind of mechanic, they [illegible] do it any better than we do," [illegible] a Chevrolet dealer.

"I think it's a great idea, especially if they take warranty comebacks," said a Queens Mercury dealer. "But why should we have to pay?

"Why should a car dealer—who is buying goods at wholesale just like a clothing store or an appliance store—not be delivered a product that is ready to sell?"

Other dealers were worried about the effect on their service business.

"If the customer takes it straight to one of these make-ready centers for warranty work, where do we come in?" asked one.

"If he takes it to us and we have to wait until the company picks up our warranty work, there has to be a waiting period of a couple of days or even a week."

A Westchester dealer said, "The less service work we do on the premises, the more buying a car becomes a matter of shopping for the best price—and we can't compete with the factory stores on price.

"Company make-ready and diagnostic centers sound like the beginning of the end of the franchise system to me," he said. "I don't need either."

A Long Island Rambler dealer said, "We do as good a make-ready as any factory could even when it costs us, but you can't account for how people are going to use the car. And you're always going to have complainers.

"Unless they have some kind of machines, I don't [illegible]

AUTOMOTIVE NEWS, AUGUST 7, 1967

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44 at Al

PITCAIRN OLDSMOBILE
WI 9-2500 1862 E. Lincoln Avenue
LANGHORNE, PENNA.
OLDSMOBILE

March 16, 1966

NABCOR
Suite 2063
1617 John F. Kennedy Blvd.,
Phila., Penna.

DEFENDANT'S EXH. No. WW
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Page 46

Attention: Frank Maiorana:

Dear Mr. Maiorana:

We will supply NABCOR with new Oldsmobiles at $75.00 over invoice. This will apply to all models except the Toronado. At present, I can supply you with any Toronado model at $200.00 over invoice. Should this model become more readily available, I will adjust my prices accordingly.

At time of order I will need your General Motors Fleet Number and a purchase order. Terms will be cash on delivery.

Thank you for the inquiry and fell free to call me if you have any questions.

Sincerely yours,

PITCAIRN OLDSMOBILE
Ted Pitcher

Ted Pitcher

TP/hs

45 at Ol

There's 'SOMETHING EXTRA' about owning an OLDS!

V.P.U. Sheet Protector PS-3

E-925

OVERBROOK DODGE, INC.
6101 LANCASTER AVENUE PHILADELPHIA, PA. 19151
TRInity 8-8455

Dodge
Dodge trucks

July 7, 1966

Nabcor Inc.
101 Benson Manor
Jenkintown, Pa.
Attn: James Ryno

DEFENDANT'S EXH. No. WW
Marked for ID ________
Rec'd in Evidence ________
Page 47

Dear James,

As per our telephone conversation this date, we will sell you cars at $50.00 over Tissue ~~plus~~ less 1%, for balance of 1966 thru 1967.

Very truly yours,

Walter G. Rayca
Sales Manager

WGR:mc

46 at Ol

NORTHEAST RAMBLER
[illegible]
PHILADELPHIA, PA. 19124

October 13, 1966

DEFENDANT'S EXH. No. WN
Marked for ID
Rec'd in Evidence
Page 48

Nabcor, Inc.
101 Benson Manor
Jenkintown, Pa.

Attention: Mr. William A. Nash

Dear Mr. Nash:

This will confirm our conversation of this date in regards to the purchase of 1967 American Motor Products.

We will bill at factory invoice plus $50.00 less 1% of the factory holdback amount.

Thanking you for the opportunity to bid on your automotive needs and trusting we can be of service to you.

Very truly yours,

NORTHEAST RAMBLER

John Nicholls
Sales Manager

JN/m

47ct Cl

V.P.D. Sheet Protector PS-3

E-927

THUNDERBIRD
FALCON
MUSTANG

LAKE & CO., Inc.
MI 6-6400 Bethlehem Pike
FORT WASHINGTON, PENNA.

12-8-66

DEFE DANT'S EXH. No. WW
Marked for ID
Rec'd in Evidence
Page 49

Narcor Inc.,
101 Benson Manor,
Jenkintown, Pa.

Atten: Mr. John Faunce

Gentlemen:

In accordance with our telephone conversation, we will be glad to deliver you Ford Units on a basis of $50.00 over tissue, with a credit of 1%. These cars will be completely serviced and ready for delivery.

Sincerely,

LAKE & CO. INC.,

Pres.

M

48 at 08

July 27, 1966

Ruckle Pontiac
232 South Broadway
New York, New York

DEFENDANT'S EXH. No. WW
Marked for ID
Rec'd in Evidence
Page 50

ATTENTION: Mr. Earl Stewart

Gentlemen:

This is to confirm our order as telephoned to you today.

1966 Pontiac, 8 Cylinder, Catalina, 4 Dr. Sedan,
Color: Fontana Blue.

ACCESSORIES: Auto. Trans.
Power Steering
Power Brakes
Push Button Radio
Hazard Flasher
Decor Group
White wall tires

The Serial number is 252696E217953, and the cost is $2754.

Very truly yours,

NABCOR, INCORPORATED

Alan J. Dennison

AJD/mec

49 at 08

[illegible]

SEMMES MOTORS Inc.

Central Ave. & Ardsley Rd.
Scarsdale, N.Y.

October 3, 1966

Mr. Frank Maiorana
Nabcor, Inc.
165 Tuckahoe Road
Yonkers, New York

DEFENDANT'S EXH. No. WW
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Page 51

Dear Mr. Maiorana:

This will confirm our recent conversation and understanding regarding the purchasing of vehicles from this Company under a fleet plan.

You agree to purchase a minimum of one hundred new cars or trucks per model year. We in turn will deliver new vehicles to you at one percent less than cost plus $50.00 (Fifty Dollars).

Payment of all vehicles is to be made at the time of delivery. All orders are to be places with our Sales Manager, Mr. Anthony R. Borelli.

Very truly yours,

William A. Semmes
President

SEMMES MOTORS, INC.

WAS/fr
Kindly initial and return a copy to us.

50 at Of

E-930

FORD DIVISION

Ford Motor Company

PHILADELPHIA DISTRICT SALES OFFICE

ROUTE 130
P. O. BOX 818
PENNSAUKEN 1, NEW JERSEY

October 31, 1963

Century Auto Sales Inc
E Lincoln Hwy
Downingtown Pa

DEFENDANT'S EXH. No WW
Marked for ID
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Page 52

SUBJECT: Designation of "DEALER'S LOCALITY"

Gentlemen:

Pursuant to Subparagraph 1(d) of the Standard Provisions of the Ford Sales Agreement between you and us dated as of October 7, 1959, and until further notice, we hereby designate the following area as your "DEALER'S LOCALITY" or area of responsibility for the sale and service of "COMPANY PRODUCTS" other than new trucks or chassis of Series 850 or higher series designations and parts, accessories and equipment therefor:

IN CHESTER COUNTY PA - Downingtown
Exton
Glenmoore
Lionville
Lyndell

This letter cancels and supersedes our letter to you dated October 7, 1959, on the above subject.

Yours very truly,

FORD MOTOR COMPANY
Ford Division

By A J Edwards
A J Edwards
District Sales Manager

51 at Ol

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Rec'd in Evidence ______
Page 53

Just Arrived!

BRAND NEW
1966 VALIANTS

3-4 MONTH RENTALS **$94.95** per month

Includes full maintenance and insurance

CALL **LT 1-6161**

Olins (Nationwide) RENT-A-CAR SYSTEM

1888 BROADWAY [illegible] N.Y.C.

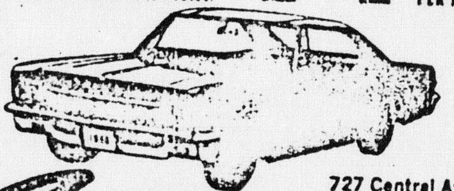
LEASE NOW FOR LESS AT CURRY!

1966 CHEVROLETS

& OTHER FINE CARS CAPRICE 2-DOOR HARDTOP

This 24-month lease includes V-8 engine, automatic transmission, power-steering, radio, heater & 24-month factory warranty. Leases with maintenance and insurance available according to your needs at low rates.

$74.00 PER MONTH



Curry CORPORATION

727 Central Ave.
Scarsdale, N. Y.
212 MU 2-5630
914 SC 5-3500
In Miami—
305 FR 1-6411

A NATIONWIDE SERVICE LEASING ALL TYPES OF EQUIPMENT

1966
CADILLACS

$119.00 per month

IMMEDIATE DELIVERY

All Makes avail. at comparable prices.
Leases are for 26 months, exc. maint. or ins.
DELIVERY TO ANY AREA
Service at any Local Dealer
Open Daily 9-9

Seacoast. LEASING

218 Newman Springs Road, Red Bank, N. J.
(201) 741-1234

52

HERITAGE RENTALS CORP.

Offers to Lease Any Car* You Select on Any of the Following Plans:

PLAN #1 — Full maintenance and insurance, 26 months. You pay only for gas you use

PLAN #2—Non-maintenance, optional insurance, open end, 12-36 months.

PLAN #3—Non-maintenance, optional insurance, 36 months, $1 Buy-Back of leased car.

FOR EXAMPLE:
1966 BUICK RIVIERA
Automatic Transmission, Radio, Power Steering, Power Brakes, Whitewall tires.

PLAN #1 $140 per mo.
PLAN #2 $105 per mo.
PLAN #3 $134 per mo.

*Recognized by the national fleet depts of Ford Motors Corp. General Motors. Chrysler Corp. American Motors

Heritage RENTALS CORPORATION

682 SUNRISE HIGHWAY, ROCKVILLE CENTRE, N. Y.

In Long Isl. RO 4-9300
In N.Y.C.: 347-9000

RENT-A-CAR

We Cover Up the Mileage at Capital

No Mileage Charge

5½ Day Bus. Week	7 Day Week
$34.95	$54.95

Low, low prices on all cars— overnight, daily, week-ends.

L. I. City
ST 6-3400
Bklyn-Flatbush
IN 9-7770
Bklyn-E. Flatbush
DI 5-3666
You supply gas.

Rego Park-Forest Hills
TW 6-8800
Flushing
IN 1-6336
Kew Gardens
BO 1-4100
Bronx
SE 3-5600

CAPITAL FLEETS RENT-A-CAR

FORD RENT-A-CAR

1966 MODELS

Special Weekly Rates

Falcon	Galaxie	Mustang
$57.50	$67.50	$67.50

750 MILES FREE

All Automatic and Power Steering

ALL-STATE Auto Rental Corp.

In New York EX 2-7171
In Nassau (516) VA 5-7580

Week-end, Summer, Monthly and Yearly

NOW... You can LEASE

The Hot New 1966

MUSTANG

with BUCKET SEATS

Automatic, P.S., R&H, Windshield Washers, Back-Up Lights, etc.

for only **$115** per mo.

INCLUDING Maintenance & Insurance

All Other Makes Available

12 TO 15 MONTH LEASE

S&S LEASING CORP. CHRYSLER

75th St. & Northern Blvd.
Jackson Heights, N. Y.
NR 2-2840

LEASE

A
'66 VOLKSWAGEN

Equipped with r&h, seat belts, etc.

$49.99 per mo.

26 month lease—
Factory Warranteed

SQUAREBACKS, FASTBACKS, GHIAS & WAGONS fr $69

MARA-U-DRIVE

Affiliate of BAY VOLKSWAGEN Corp.
217th St. & Northern Blvd.
Bayside, Queens
BA 4 6:00

RENT 1966 CARS

NO MILEAGE CHARGE

SPECIAL WEEKLY RATES

7 Day Week	5 Day Bus. Wk.
$59.95	$34.95

OVERNIGHT (Sun.-Thurs.) $5.95
You supply gas
Low Daily & Weekend Rates, Too!

metracar

Man.: 326 E. 48th St., PL 1-3366

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AUTOMOBILE BROKERS TRAINING PROGRAM

NABCOR, INC.

Yonkers, N.Y. Jenkintown, Pa. Washington, D.C.

53 ch Ob

E-933

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FORWORD

THE NABCOR BROKERS TRAINING PROGRAM IS OUTLINED FOR YOU IN SUBJECT MATTER. THE PROGRAM IS REGULARLY SCHEDULED FOR YOU TO ATTEND ALL SUCH MEETINGS AND TO ADVANCE ALL OUR NABCOR AUTHORIZED AUTOMOBILE BROKERS FURTHER INTO FULL SCALE SALES SEMINARS.

54 at 08

NABCOR BROKERS TRAINING PROGRAM

INDEX

PAGE 1 Meeting Schedule
2 Part One "Sales Merchandising"
3 Part Two "Sales Merchandising"
4 Part Three "Sales Merchandising"
5 Part Four "Sales Merchandising"
6 Part One to Four "Used Cars"
7 Part One to Three "Finance and Insurance

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55 ct

MEETING SCHEDULE

Meeting Session - Sales - Merchandising

Part One - Handling - Prospects - Nov - 10 - 17
Part Two - Customer - Prospecting - Nov - 22 - Dec - 1
Part Three - Finance Plan Selling
Part Four - Closing - Methods

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Meeting Session - Used Cars

Part One - Appraising
Part Two - Retailing
Part Three - How to Trade
Part Four - How and Where to Wholesale

Meeting Session - Finance and Insurance

Part One - How to Call in Apprasial
Part Two - How to Gather Info On Ins.
Part Three - Knowledge of A & H Ins.

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SESSION SALES - MERCHANDISING

PART ONE HANDLING PROSPECTS

(A). How To Fill In Purchase / Agreement
(Meeting Counselor Demonstration and Explanation

(B). How To Handle Prospective Customers
Telephone Conversation
Courtesy To All Customers
Appearance Your Business And You
Purchase Agreement Always Available
Keep on Selling Subject
Know Your Product

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ORGANIZE

O means the once over you will give the prospect

R means the roomiest, various appointments of the car

G means get the prospect interested in the car

A means avoid going around on other subjects

N means never let the customers sell you first

I means once inside your office sell the deal

Z means the "zip" features of the car in question

E means to end up the close wherever you may be

57 at W

SESSION SALES - MERCHANDISING

PART TWO CUSTOMER PROSPECTING

Direct - Mail
Via - Telephone
Personal Contacts
Bird - Dogs

Former customers and their leads
Friends and their leads
Key Men - Spotters, contact men etc.
Circulating - telling everybody
Competition - customers
Service Customers - Clerks, etc.
Floor Leads
License Number on the Street.

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SESSION SALES - MERCHANDISING

PART THREE FINANCE PLAN SELLING

How To Sell Time Payments

How To Know And Read Payment Book

How To Fill In Credit Statment

How to Ask For Time Deal

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59 at OR

SESSION SALES - MERCHANDISING

PART FOUR CLOSING - METHODS

(A). How To Prepare For the Close

(B). How To Ask For The Deposit

(C). How To Ask And Get The Customer To Sign The Order

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100 at [illegible]

SESSION

USED - CARS

PART ONE	Appraising
	How To Use -A-125
	Shop Trade At Used Car Dealers
	Shop Outside Repairs
PART TWO	Retailing
	Value
	Appearence
	Display
	Advertising
PART THREE	How To Trade
	Wholesale Method
	Retail Method
PART FOUR	How And Where To Wholesale
	Auto Auctions
	Wholesale Buyers
	Used Car Dealers

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6/at 08

SESSION FINANCING AND INSURANCE

How To Phone In Appraisals

How to Get Info on Insurance

How To Write Credit Life and A&H

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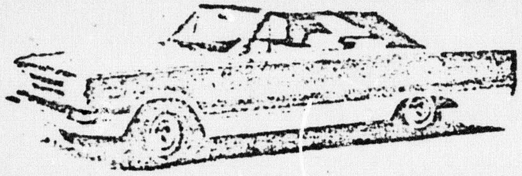
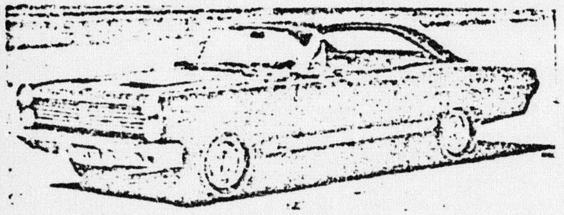
E-942

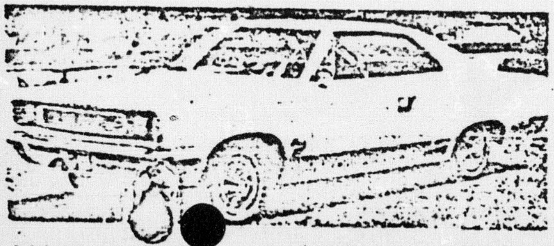


PURCHASE OR LEASE AT LOWEST POSSIBLE COST BECAUSE OF VOLUME AND LOW OVERHEAD.



LOCAL DEALER SUPPLIES ALL MAKES AND MODELS, NO NEED TO CHANGE DEALERS EVERY TIME YOU BUY A DIFFERENT MAKE AUTOMOBILE.

HIGHEST TRADE IN VALUES BECAUSE OF ACCESS TO ALL AUTO MARKETS.



FULL FACTORY WARANTEES PLUS NABCOR'S ASSURANCE OF CUSTOMER'S SATISFACTION UP TO 5 YEARS OR 50,000 MILES.

DEFE[illegible] EXH. No. WW
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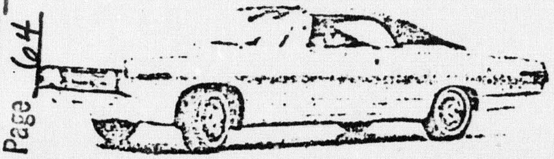
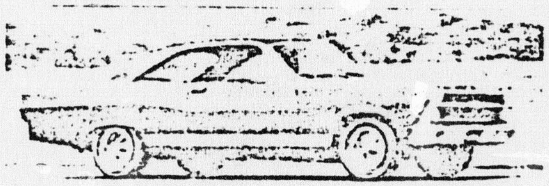
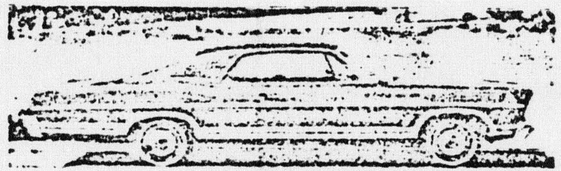


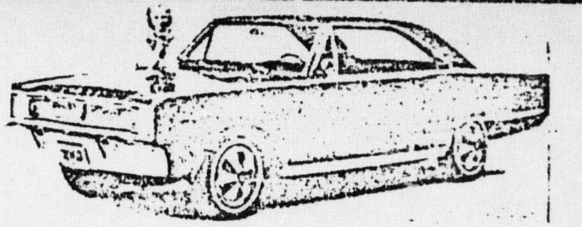
LOW INTEREST RATES USING LOCAL AND NATIONAL BANKING AND FINANCIAL INSTITUTIONS.



INSURANCE PROCURED AT LOWEST POSSIBLE RATES, (WHERE APPLICABLE), AND INSURANCE CAN BECOME PART OF ENTIRE CONTRACT.



ONE DEALER FOR ALL AUTO OR TRANSPORTATION PROBLEMS, SOLVED AS AN ADDED SERVICE.



LEASE PURCHASE PLAN PERMITS YOU TO SELL YOUR AUTO AND POCKET THE CASH, LEASE AN AUTOMOBILE OR TRUCK AND ANYTIME YOU WISH PURCHASE OR CONTINUE LEASE FOR AS LONG AS YOU LIKE. MINIMUM LEASE SIX MONTHS. LEASE PURCHASE GIVES:

TAX SAVINGS –
LOW COST –
NO DOWN PAYMENT
NO FINANCE CHGS.
BUILD UP OF EQUITY

TERMINATE CONTRACT ANY TIME

PRIDE OF OWNERSHIP

FLEET DISCOUNTS ON ALL PARTS, TIRES AND ACCESSORIES.

SEE YOUR LOCAL NABCOR DEALER FOR THE MANY MORE ADVANTAGES OF THE NABCOR SYSTEM.

63

64 of 8

NABCOR ADVANTAGES!

- ☐ SAVE MONEY
- ☐ FULL FACTORY WARANTEE
- ☐ ONE DEALER ALL MAKES
- ☐ TOP DOLLAR ON YOUR TRADE-IN
- ☐ LOW INTEREST RATES
- ☐ INSURANCE
- ☐ PERSONALIZED LOCAL SERVICE
- ☐ IMMEDIATE DELIVERY
- ☐ LOW DOWN PAYMENT
- ☐ LEASE
- ☐ PURCHASE
- ☐ BOTH
- ☐ RELEASE CAPITAL
- ☐ PLUS MANY MORE

I was amazed how much money I was able to save. The service and delivery I have been able to get makes me a Nabcor customer for life.

R. Schubert
Queens, N.Y.

I got an honest evaluation on all makes of cars before I selected one. And, the Nabcor Dealer has saved me $500 for the year on other services & accessories after we bought mine and my wife's car.

R. Savacchia
Phila., Pa.

N THE-NABCOR-SYSTEM
AUTO-CONSUMER SERVICE

SEE YOUR LOCAL DEALER

DEFENDANT'S EXH. No. WW
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YOUR NEXT NEW CAR

N

THE NABCOR SYSTEM

LEASE? PURCHASE? BOTH?

E-943

No. C 65-4077

Banking Department

DEFENDANT'S EXH. No. WW
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State of New York

Whereas, NABCOR CREDIT CORP.

a corporation organized in the year 1966 under the Laws of the State of New York, having its principal place of business at 165 Tuckahoe Road (c/o Westchester Towne House) Yonkers, New York, has made application to the Superintendent of Banks of the State of New York for a license to transact the business of a Sales Finance Company pursuant to Article XI-B of the Banking Law at

165 Tuckahoe Road (c/o Westchester Towne House)
Yonkers, Westchester County, New York 10710

And Whereas, The said applicant has complied with the requirements of said Article XI-B of the Banking Law;

Now, Therefore, Be It Known, That the said applicant is hereby licensed to carry on the business of a Sales Finance Company at the above location and under the above name, pursuant to Article XI-B of the Banking Law and subject to all rules and regulations lawfully made by the Superintendent of Banks and the Banking Board of the State of New York relating to such business, for the period beginning November 15, 1966 and expiring December 31st, 1966.

In Witness Whereof, I have hereunto set my hand and caused the official seal of the Banking Department to be affixed this fifteenth day of November, 1966.

E. Virgil Conway
First Deputy Superintendent

65 et al

V.F.D. Sheet Protector S-3

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF BANKING
CONSUMER CREDIT BUREAU

LICENSE No. 12550

This is to Certify that NADCOR, INCORPORATED
TOWNSHIP LINE & WASHINGTON LANE
JENKINTOWN, PENNSYLVANIA
has been duly Licensed as

INSTALLMENT SELLER

In the Commonwealth of Pennsylvania in accordance with provisions of the act of General Assembly approved June 23, 1947, P. L. 1110 as amended, and is therefore, authorized and entitled to engage in the business of Installment Seller until this Certificate shall by lawful authority be suspended or revoked.

1. This Certificate cannot be transferred or assigned and must be returned in case of change of address.
2. This License Certificate shall be conspicuously displayed in the place of business specified above.
3. Application for renewal must be filed by September 15th of each year.

DEFENDANT'S EXH. No. WW
Marked for ID
Rec'd in Evidence
Page 67

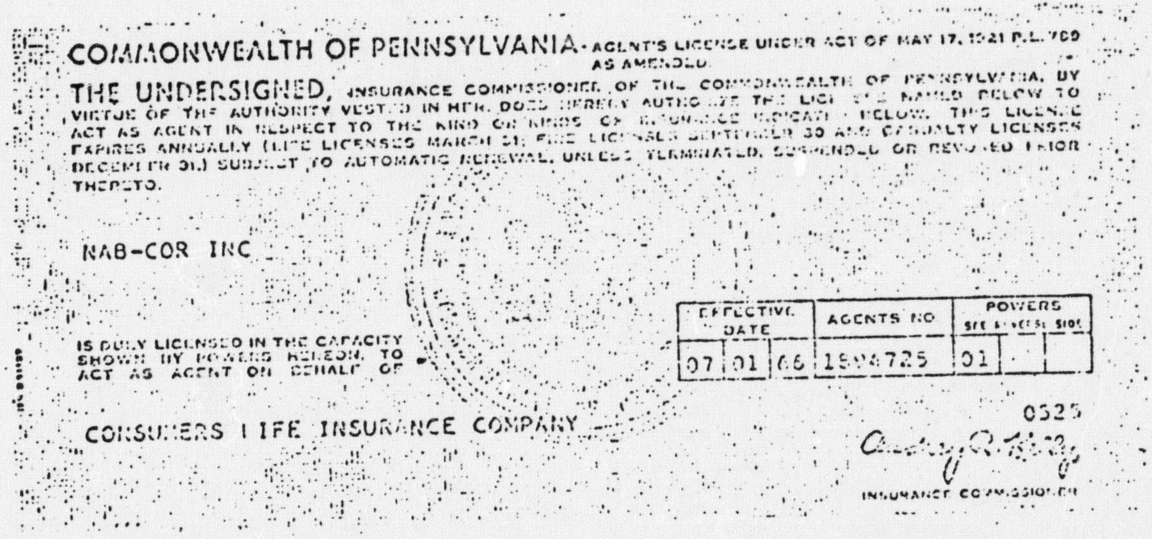
IN WITNESS WHEREOF the Department of Banking Administrator has caused this license to be issued JUN 21 1966

Secretary of Banking

BKMV-2
2-61—8M

Nº 15240

E-945



COMMONWEALTH OF PENNSYLVANIA - AGENT'S LICENSE UNDER ACT OF MAY 17, 1921 P.L. 789 AS AMENDED

THE UNDERSIGNED, INSURANCE COMMISSIONER OF THE COMMONWEALTH OF PENNSYLVANIA, BY VIRTUE OF THE AUTHORITY VESTED IN HER, DOES HEREBY AUTHORIZE THE LICENSEE NAMED BELOW TO ACT AS AGENT IN RESPECT TO THE KIND OR KINDS OF INSURANCE INDICATED BELOW. THIS LICENSE EXPIRES ANNUALLY (LIFE LICENSES MARCH 31; FIRE LICENSES SEPTEMBER 30 AND CASUALTY LICENSES DECEMBER 31.) SUBJECT TO AUTOMATIC RENEWAL, UNLESS TERMINATED, SUSPENDED OR REVOKED PRIOR THERETO.

NAB-COR INC

IS DULY LICENSED IN THE CAPACITY SHOWN BY POWERS HEREON, TO ACT AS AGENT ON BEHALF OF

EFFECTIVE DATE			AGENTS NO	POWERS SEE REVERSE SIDE		
07	01	66	1994725	01		

CONSUMERS LIFE INSURANCE COMPANY

0525

Audrey R. Kelly

INSURANCE COMMISSIONER

DEFENDANT'S EXH. No. WW
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E-946

E-947

DEFENDANT'S EXH. No. WW
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CHRYSLER MOTORS CORPORATION
Guaranteed Value Plan

QUALIFIED LEASING COMPANY APPLICATION FORM

Applicant: NABCOR, INC.
(Name)

Address: 101 Benson Manor Township Line & Old York Rd. Jenkintown, Pa.
(Street Address) (City) (State)

Type of Legal Entity: Corporation
(Individual) (Partnership) (Corporation)

State of Incorporation (If Applicable): Pennsylvania

Names and Titles of Principal Officers or Partners:

Name	Title
Frank Maiorana	President
Anthony Maiorana	Secretary & Treasurer

Name and Address of Party Who Should Receive Any Notices Regarding Plan.

Frank Maiorana
101 Benson Manor
Township Line & Old York Rd.
Jenkintown, Pa.

Number of Cars of All Makes That Applicant Operates In Bona Fide Leasing and Rental Service 250
(Please list names and addresses of any subsidiaries or licensees to be included in this application on a separate sheet or sheets of paper and attach such sheet(s) to this application.)

APPLICATION SUPPLIED BY:

Ernie Brown & Sons
(Dealer Name)
Hatboro, Pa.
(City) (State)

NABCOR, INC.
(Applicant's Firm Name)
By
President
(Title)

NOTE: MUST BE FILLED IN

Qualified Leasing or Rental Company Retains Duplicate.

68 of 86

GENERAL MOTORS CORPORATION
FLEET SECTION
1775 BROADWAY
NEW YORK 19, NEW YORK

November 28, 1962

DEFENDANT'S EXH. No. WW
Marked for ID ____________
Rec'd in Evidence ____________
Page 70

Allcrest Auto Leasing, Inc.
1403 Ridge Pike
Conshohocken, Pennsylvania

Attention: Mr. Harry Rozany, General Manager

Gentlemen:

The General Motors Fleet User Certificate for 1962, discussed with you recently by Mr. W. R. Lewellen of the Cadillac Division, is enclosed.

The Certificate establishes a General Motors relationship covering company-owned vehicles, including all General Motors passenger cars - Chevrolet, Buick, Oldsmobile, Pontiac, Cadillac - and Chevrolet and GMC trucks.

To effectuate the various services outlined in the Certificate, we would appreciate your furnishing us with the following:

1. List of your Company's Branches, Divisions and Subsidiary Companies (if any) and, if possible, the name of the person in charge of each.
2. List of company-owned and operated Repair Shops, with the name of the person in charge of each.
3. The quantity of Fleet User Identification Cards you will require for company-owned General Motors vehicles now in use.

For your convenience, we are attaching forms for supplying the above information.

We believe that you will be pleased with the provisions of the Certificate, and wish to assure you of the desire of General Motors Corporation and its Car and Truck Divisions and their dealers, to serve you in every possible way in connection with your transportation needs.

Very truly yours

O. S. Grunden

O. S. Grunden
Regional Director

OSG/mmy
Encs.

69 at C16

E-949

'Sunny' Stein CHEVROLET, INC.
1515 NORTH BROAD STREET PHILADELPHIA 22, PA. CEnter 2-1300

September 7, 1961

DEFENDANT'S EXH. No. WW
Marked for ID __________
Rec'd in Evidence __________
Page 71

Allcrest Auto Leasing
1403 Ridge Pike
Conshohocken, Penna.

Gentlemen:

In reference to your recent inquiry we will deliver 200 cars to you for $25.00 above cost plus $10.00 for servicing, rugs and washing, making a total of $35.00 over cost per unit delivered.

Thank you for the opportunity to bid on your automotive requirements, and we hope we may have the pleasure of listing you among our customers in the near future.

Very truly yours,

SUNNY STEIN CHEVROLET, INC.

R

By Nate Sherman

70 & Cl

E-950

GENERAL MOTORS FLEET USER CERTIFICATE

It has always been the desire of General Motors Corporation and its Car and Truck Divisions to maintain a relationship with large Fleet Users, even though all of our motor vehicle products are sold and distributed by dealers.

The purpose of this Certificate, available to qualified Fleet Users who purchase annually a minimum of twenty new motor vehicles (cars and trucks, any and all makes) for use in their business, is to establish this relationship and offer the following services applicable to company-owned vehicles. These services apply to Chevrolet, Buick, Oldsmobile, Pontiac, Cadillac, Opel and Vauxhall passenger cars and to Chevrolet and GMC trucks.

1. *Identification*—To identify User, its branches, divisions and subsidiaries (if User is a State or political subdivision or instrumentality thereof, then such political entity together with its departments and bureaus) with General Motors Car and Truck Divisions, in order that various services may be rendered to User in connection with his purchase and use of General Motors vehicles throughout the United States.

The effectuation of this service will be accomplished by User furnishing Fleet Section—(a) detailed list of names and addresses of its branches, divisions and subsidiaries where motor vehicles are operated in User's business, and (b) a list of repair shops owned and operated by User, where such General Motors vehicles are serviced and repaired.

2. *Identification for Fleet Vehicles*—Upon receipt of a monthly report of deliveries of General Motors Vehicles on forms supplied by Fleet Section, stating the make, model, serial number, and engine number, if applicable, Fleet Section will furnish a Fleet User Identification Card for each company-owned General Motors make of vehicle listed on such report. Identification Cards may be renewed annually upon request covering all General Motors vehicles in User's company-owned fleet while User holds a Fleet User Certificate. During the life of such cards, authorized General Motors dealers customarily sell repair parts (as listed in the Parts Catalogs of the General Motors Car and Truck Divisions) to Fleet Users at prices similar to those accorded to wholesale customers.

3. *Identification of Fleet User Repair Shops*—Fleet Section will upon request, furnish a Fleet User Identification Card for each automotive repair shop operated by User to repair its company-owned vehicles of General Motors make, and will identify User with General Motors Car and Truck Divisions in order that such Divisions may, upon User's request, furnish User with Repair Manuals and Service Bulletins that may be available for the purpose of assisting User in the repair of such General Motors vehicles.

DEFENDANT'S EXH. No. WW
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Page 72

71 a Of

4. *Product Information*—To furnish User with such product information and descriptive literature on General Motors vehicles as Fleet Section may deem of value to User in connection with the purchase and use of General Motors vehicles.

5. *General Motors Training Centers*—The facilities of General Motors Training Centers, located in and serving thirty major areas, are available for the purpose of training Fleet User's mechanics and shop personnel in the repair and maintenance of General Motors vehicles.

It is understood, in issuing this Certificate, that General Motors Corporation and its Car and Truck Divisions are not responsible for User's purchases which are made from authorized dealers in such vehicles, the specific purpose of the Certificate being to establish a relationship with the User, offer various services, and encourage User to purchase new motor vehicles of General Motors make from authorized dealers.

The certificate is not valid unless signed by the Director or Assistant Director of Fleet Section.

This Certificate expires December 31, 1962.

GENERAL MOTORS
CORPORATION
Fleet Section

By: E. L. Lewis
Director

Date November 14, 1962

DEFENDANT'S EXH. No. WW
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Page 73

72 at 08

E-952

Ford to Enter New York City Area . . .

Factory Make-Ready Splits Dealer Views

By Bob Fendell
Staff Correspondent

NEW YORK. — Company make-ready, in operation on an experimental basis by Ford Motor Co. near Portland, Ore., is going to get a mixed reception from Ford dealers in the New York area next year when a major make-ready facility for new cars opens at Port Newark, N. J.

Dealers of competing makes were even more inclined to criticize this kind of activity as a remedy for generally unprofitable new car preparation and warranty woes.

"The caliber of their help isn't going to be any better than ours, as far as I can see," said Corbin Ward, operator of dealerships in the Newark area.

"Company make-ready makes sense only when a dealer has an acute shortage of room. Ford is going to charge us for this new-car prep and, while we don't know how much exactly, I have an idea that the cost will be too high, compared with what we can do it for ourselves."

Said Ward, "The whole idea of company diagnostic centers—they are going to build one of those in this area, too—and make-ready centers is a subject that should be explored much more thoroughly by Ford and the dealers.

"Personally, I would want to know [illegible]ut warranty work," he said. "Ar[illegible] they going to keep com[illegible] backs 30 days and what are we [illegible] posed to tell the customer [illegible] do?"

Jerry Teske, operat[illegible][illegible]**otham Ford in midtow[illegible] [illegible]hattan, is generally favor[illegible] [illegible] the idea —with reservat[illegible]**

"As a volu[illegible] [illegible]er, I favor the factory pr[illegible] [illegible] said. "I move 6,000 units a [illegible]ar and I sublet the service anyway.

"I understand the Ford place will charge about the same as an independent make-ready place and I would just as lief let Ford do that.

"Either way it's worth it to me just because of storage space," he added. "And if they take over the warranty service and comebacks, that would be good, too.

"But really, I don't see how they're going to get better mechanics than anyone else and I can see where a dealer with service room would have a different opinion of the program."

The Ford make-ready facilities will utilize the latest in diagnostic and automated equipment and Ford spokesmen emphasize that cost to dealers is still a subject of experiment as are the actual make-ready procedures.

The idea behind the factory make-ready centers is to deliver a vehicle uniformly prepared to as near perfection as possible, thus avoiding nuisance comebacks for uneven paint, rattles, squeaks and such things.

All dealers, Ford and competitors, are skeptical that the companies are willing to make this sort of prep.

"It would tak[illegible] [illegible]o much time that the labor rat[illegible] [illegible] would make it impossible [illegible] over every new car and [illegible] it perfect," scoffed one O[illegible] [illegible]le dealer.

"I[illegible] [illegible]hey automate and train a [illegible]nt kind of mechanic, they [illegible] do it any better than we do," [illegible] a Chevrolet dealer.

"I think it's a great idea, especially if they take warranty comebacks," said a Queens Mercury dealer. "But why should we have to pay?

"Why should a car dealer—who is buying goods at wholesale just like a clothing store or an appliance store—not be delivered a product that is ready to sell?"

Other dealers were worried about the effect on their service business.

"If the customer takes it straight to one of these make-ready centers for warranty work, where do we come in?" asked one.

"If he takes it to us and we have to wait until the company picks up our warranty work, there has to be a waiting period of a couple of days or even a week."

A Westchester dealer said, "The less service work we do on the premises, the more buying a car becomes a matter of shopping for the best price—and we can't compete with the factory stores on price.

"Company make-ready and diagnostic centers sound like the beginning of the end of the franchise system to me," he said. "I don't need either."

A Long Island Rambler dealer said, "We do as good a make-ready as any factory could even when it costs us, but you can't account for how people are going to use the car. And you're always going to have complainers.

"Unless they have some kind

AUTOMOTIVE NEWS, AUGUST 7, 1967

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73 at Ob

Report

31328

E-953

BETTER BUSINESS BUREAU OF GREATER PHILADELPHIA
214 SOUTH FIFTH STREET
PHILADELPHIA 6, PA.

THIS REPORT IS ISSUED WITH THE UNDERSTANDING THAT IT SHALL NOT BE USED FOR SALES PURPOSES. BEWARE OF SALESMEN OR FIRMS USING IT IN CONNECTION WITH SALES.

DEFENDANT'S EXH. No. WW
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Rec'd in Evidence
Page 75

NABCOR, INC.

101 Benson Manor
Jenkintown, Pa. 19046

and

1775 Broadway
New York, N.Y. 10019

OFFICERS:
- President - Frank Maiorana
- Secretary & Treasurer - Anthony Maiorana
- Member of Board of Directors - James Tracey, III

NABCOR, INC. is a Pennsylvania corporation chartered January 14, 1966, originally having office space at 1617 John F. Kennedy Boulevard, in Philadelphia, and 1405 Locust Street, Philadelphia, but have since opened their offices at 50 Sprain Road, Yonkers, N.Y.; and the General Motors Building, 1775 Broadway, New York, N.Y.; Benson Manor, Jenkintown, Pa.; and 1629-K Street, N.W., Washington, D.C.

Frank Maiorana was Vice President of Fazio Ford, Inc., Norristown, Pa., and was President of Autocrest, Inc., Conshohocken, Pa. He sold this business in 1964 to others, and then became President of Oxford Chrysler-Plymouth Corporation, in Philadelphia, until starting NABCOR, INCORPORATED.

Anthony Maiorana was associated with Autocrest, Inc., as General Manager. He was also associated with Oxford Chrysler-Plymouth Corporation, as General Sales Manager, prior to starting Nabcor, Incorporated. Prior to that he was active as owner of several new and used car businesses, one of which was purchased by the Thornton-Fuller Dodge Plymouth Corporation.

James Tracey, III, is an attorney, maintaining law offices in Philadelphia.

NABCOR, INC. is setting up franchise dealers to operate as automobile Brokers who will sell all makes and models of domestic automobiles. The investment fee is $5,500, which, according to their contract, is refunded at the rate of $25 credit on each car ordered from Nabcor.

The contract states NABCOR will secure any make or model new car for the broker. Nabcor purchases this automobile from factory authorized dealers who charge them a charge over and above the factory price. Nabcor then charges the franchise broker another $50 over and above this cost. The broker then sells the car at a price above this cost, to make a profit. Nabcor states that factory servicing of these automobiles sold through their brokers will be serviced by the purchaser taking the car directly to an authorized factory dealer.

Continued -

The foregoing information, furnished by the Better Business Bureau of Greater Philadelphia in response to your inquiry, is obtained from sources believed to be reliable. However, its accuracy is not guaranteed, nor can any responsibility be assumed therefor. This Bureau does not make recommendations nor give advice. This report is confidential and not for publication.

BETTER BUSINESS BUREAU OF GREATER PHILADELPHIA
214 SOUTH FIFTH STREET
PHILADELPHIA 6, PA.

31329

THIS REPORT IS ISSUED WITH THE UNDERSTANDING THAT IT SHALL NOT BE USED FOR SALES PURPOSES. BEWARE OF SALESMEN OR FIRMS USING IT IN CONNECTION WITH SALES.

PAGE 2.

NABCOR, INC.

Jenkintown, Pa.
and
New York, N.Y.

NABCOR CREDIT CORPORATION, a New York corporation, is licensed by the State of New York Banking Department, and is a wholly owned subsidiary of NABCOR, INC. Nabcor Credit Corporation can assist dealers in securing financing for their customers in the purchase of automobiles.

NABCOR, INC. is operating in the District of Columbia, New York, Connecticut, New Jersey, Delaware, Maryland Pennsylvania.

The contract is all inclusive and one would read and understand all the terms and conditions prior to signing.

May 1967
2-12

DEFENDANT'S EXH. No. WW
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Rec'd in Evidence ________
Page 76

The foregoing information, furnished by the Better Business Bureau of Greater Philadelphia in response to your inquiry, is obtained from sources believed to be reliable. However, its accuracy is not guaranteed, nor can any responsibility be assumed therefor. This Bureau does not make recommendations nor give advice. This report is confidential and not for publication.

OPERATION (Cont'd)	F. Kennedy Blvd.; Suite 2063, Suburban Station Building, Philadelphia, Pa.; 165 Tuckahoe Road, Yonkers, N.Y.; General Motors Building, 1775 Broadway, New York City; 1029 "K" St., N.W. Washington, D.C. No seasonal fluctuations, competition normal. 5-5(461 68) BK; F, (unintelligible)

NABCOR INC
JENKINTOWN PA

MAY 2 1967
Page 2

OPERATION (Cont'd)
F. Kennedy Blvd.; Suite 2003, Suburban Station Building, Philadelphia, Pa.;
105 Tuckahoe Road, Yonkers, N. Y.; General Motors Building, 1775 Broadway
New York City; 1029 "K" St., N. W. Washington, D. C. No seasonal fluctuations, competition normal.
5-5 (461 68) BK: F, CC, 14c

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KEY TO RATINGS

ESTIMATED FINANCIAL STRENGTH				COMPOSITE CREDIT APPRAISAL			
				HIGH	GOOD	FAIR	LIMITED
AA	Over		$1,000,000	A1	1	1½	2
A+	Over		750,000	A1	1	1½	2
A	500,000	to	750,000	A1	1	1½	2
B+	300,000	to	500,000	1	1½	2	2½
B	200,000	to	300,000	1	1½	2	2½
C+	125,000	to	200,000	1	1½	2	2½
C	75,000	to	125,000	1½	2	2½	3
D+	50,000	to	75,000	1½	2	2½	3
D	35,000	to	50,000	1½	2	2½	3
E	20,000	to	35,000	2	2½	3	3½
F	10,000	to	20,000	2½	3	3½	4
G	5,000	to	10,000	3	3½	4	4½
H	3,000	to	5,000	3	3½	4	4½
J	2,000	to	3,000	3	3½	4	4½
K	1,000	to	2,000	3	3½	4	4½
L	Up	to	1,000	3½	4	4½	5

CLASSIFICATION AS TO BOTH
ESTIMATED FINANCIAL STRENGTH AND CREDIT APPRAISAL

FINANCIAL STRENGTH BRACKET			
1	$125,000	to	$1,000,000 and Over
2	20,000	to	125,000
3	2,000	to	20,000
4	Up	to	2,000

EXPLANATION

When only the numeral (1, 2, 3, or 4) appears, it is an indication that the estimated financial strength, while not definitely classified, is presumed to be within the range of the ($) figures in the corresponding bracket and that a condition is believed to exist which warrants credit in keeping with that assumption.

NOT CLASSIFIED OR ABSENCE OF RATING

The absence of a rating, expressed by the dash (—), or by two hyphens (- -), is not to be construed as unfavorable but signifies circumstances difficult to classify within condensed rating symbols and should suggest to the subscriber the advisability of obtaining additional information.

SEE REFERENCE BOOK FOR EXPLANATION OF ABSENCE OF A LISTING AND ADDITIONAL SYMBOLS USED IN REFERENCE BOOK

Dun & Bradstreet, Inc.

Offices in Principal Cities of the United States

77 at [illegible]

E-957

MI 2-3800-6601
PHILA. TR. 8-8528

M & H MOTORS, INC.
NABCOR DEALER

NEW CARS
SALES — LEASING
ALL MAKES — ALL MODELS

USED CARS
REPAIRS — BODY SHOP

210-214 W. LANCASTER AVE. — ARDMORE, PA. 19003

DEFENDANT'S EXH. No. WW
Marked for ID ____________
Rec'd in Evidence ____________
Page 79

Dear Customer:

We recently discontinued our direct franchise with American Motors Corp., and are now National Auto Brokers and can sell you any make car on the market, including Rambler. We are known as a "NABCOR" Dealer.

This new association makes possible a great reduction in overhead and other expenses that make possible GREAT SAVINGS to you on the purchase of a new car.

We are also in a position to sell Automobile Air Conditioners, Tires, Batteries, etc., at VERY ATTRACTIVE prices. We will continue to operate our Service Department, specializing in Rambler Service and Parts, maintaining our Inspection Station and will continue to operate our Body, Fender and Wreck Shop.

We will greatly appreciate the opportunity to consult with you about your next automobile purchase and feel certain that you will save money by so doing.

Remember, we now sell ALL MAKES of Automobiles.

Looking forward to seeing you,

Sincerely,

Vernon A. Cameron

Vernon A. Cameron

78 at CP

E-958

SEVEN CONTINENTS SERVICE ASSOCIATES INC.
NEW YORK
FRANKFURT
PARIS
33, av. des Champs-Élysées, Paris-8e, France - Tél. : BALzac 00-50
Cable : SEVENCONTINENTS-PARIS

September 2, 1966

DEFENDANT'S EXH. No. WW
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Page 80

Mr. Frank Maiorana
NABCOR
165 Tuckahoe Road
Yonkers, New York

Dear Frank:

I hope this letter finds you in the best of health and that all is going well with you. Tom tells me that he has put you in touch with our friend, Frank Gallo, and that possibly something may materialize to the mutual advantage of you and Frank. We certainly hope so, as we feel Frank is a very fine fellow.

Quite frankly, the reason for this letter is to inform you that at least temporarily we are discontinuing our New York operation and wonder if you would be willing to supply us with all cars of American manufacture for shipment outside the U.S.A., as well as delivery to different points in the U.S.A.

In other words, Frank, under what conditions would you be willing to work with us? How much over tissue, conditions of payment, etc. If you are interested, will you please get back to me as soon as possible.

Kindest personal regards.

Sincerely,

Benjamin Omanoff

BO:r

P.S. We have a client over here who would be interested in a 1966 (if the price is extremely attractive) or if not, a 1967, Dodge Charger with the following equipment: Hemi-Engine; Power Steering; Power Brakes; Radio; Tinted Glass; Automatic Transmission. If there is one around for a quick sale at a decent price, please let me know. If not, how long would it take to deliver a '67 model?

79a Of

E-959

CHRYSLER
MOTORS CORPORATION

May 31, 1966

NABCOR, INC.
1 Benson Manor
Township Line & Old York Road
Jenkintown, Pennsylvania

DEFENDANT'S EXH. No. WW
Marked for ID
Rec'd in Evidence
Page 81

SUBJECT: "CHRYSLER MOTORS CORPORATION - 1966 GUARANTEED VALUE PLAN"

Attention: Frank Maiorana

Gentlemen:

This acknowledges receipt of your application to be designated a qualified leasing company for participation in the Chrysler Motors Corporation - 1966 "Guaranteed Value Plan". Your account number for this Program is #2282. In all correspondence pertaining to this Program, please refer to your account number so that we may reply in an expedient manner.

The application represents that you are engaged in bona fide leasing and/or rental service, and on the basis of such representation, you are hereby designated a qualified leasing company under the terms of the Guaranteed Value Plan. Your eligibility to receive benefits under the Plan is contingent upon your complete compliance with the rules and conditions set forth in the Chrysler Motors Corporation - 1966 Guaranteed Value Plan Official Rules.

Please make certain the Guaranteed Value Plan Certificates are processed in complete form and mailed promptly so that such Certificates are received within sixty (60) days after your receipt of vehicles from the dealer, as provided in the Official Rules. Also, please indicate your account number to the left of the certificate number when forwarding to Program Headquarters.

CHRYSLER MOTORS CORPORATION

By: R Cook
R. Cook

CC: Fleet Regional Sales Manager

P. O. BOX 857, DETROIT, MICHIGAN 43231

AMERICAN MOTORS CORPORATION

14250 PLYMOUTH ROAD • DETROIT, MICHIGAN 48232

May [illegible], 1967

James W. Tracey, III, Esq.
Messrs. Wollman, Tracey and Schlesinger
Suite 2063 Suburban Station Building
1617 John F. Kennedy Boulevard
Philadelphia, Pennsylvania 19103

DEFENDANT'S EXH. No. WW
Marked for ID ______
Rec'd in Evidence ______
Page 82

Dear Mr. Tracy:

Your letter of April 26, 1967 has been referred to me for a reply.

We are enclosing a copy of the Protective Maintenance Manual which contains a copy of the warranty applicable to the 1967 American Motors automobiles.

The warranty will be transferred to a subsequent purchaser, provided that the automobile is within the warranty time and mileage, that the service requirements have been met and have been certified to by an American Motors Corporation franchised dealer. The warranty requires the certification be made every 6 months, but that has recently been extended to 12 months.

Should you have any other questions concerning the Fleet Sales Program of American Motors Corporation, I would recommend that you contact Mr. N. F. Roleson, Manager of Government and Fleet Sales, at the above address.

Very truly yours,

John M. Sheridan

John M. Sheridan
Assistant Corporate Secretary
and General Attorney

JMS:wbs

81 at Ol

E-961

AMERICAN MOTORS CORPORATION

14250 PLYMOUTH ROAD • DETROIT, MICHIGAN 48232

May 5, 1967

James W. Tracey, III, Esq.
Messrs. Wollman, Tracey and Schlesinger
Suite 2063 Suburban Station Building
1617 John F. Kennedy Boulevard
Philadelphia, Pennsylvania 19103

DEFENDANT'S EXH. No. WW
Marked for ID ____________
Rec'd in Evidence ____________
Page 83

Dear Mr. Tracy:

Your letter of April 26, 1967 has been referred to me for a reply.

We are enclosing a copy of the Protective Maintenance Manual which contains a copy of the warranty applicable to the 1967 American Motors automobiles.

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Should you have any other questions concerning the Fleet Sales Program of American Motors Corporation, I would recommend that you contact Mr. N. F. Roleson, Manager of Government and Fleet Sales, at the above address.

Very truly yours,

John M. Sheridan

John M. Sheridan
Assistant Corporate Secretary
and General Attorney

JMS:wbs

82 at C98

E-962

CHRYSLER - PLYMOUTH DIVISION

CHRYSLER
MOTORS CORPORATION

May 22, 1967

DEFENDANT'S EXH. No. WW
Marked for ID ________
Rec'd in Evidence ________
Page 84

U. S. Sales & Information Service, Inc.
101 Benson Manor
Township Line & Old New York Road
Jenkintown, Pennsylvania

Attention: Mr. Frank Johnson

Gentlemen:

As requested in your letter of May 15, and to supplement our phone conversation of May 19, the enclosed should generally explain the requirements of warranty continuation to a subsequent owner.

Your review of the booklets will note that the vehicle warranty is explained in the Owner's Operating Instructions Manual. However, this has been revised by the smaller booklet entitled, "Customer Care Warranty," due to the extension of the 12 month, 12,000 mile coverage.

Warranty continuation to a subsequent owner is determined on the basis that the required warranty maintenance services have been performed on the vehicle by the previous owner. This maintenance service is also outlined in the "Customer Care Warranty" booklet. Proof of this performance is established in the warranty booklet and on the 3x5 plastic card, which is riveted on the glove box door.

Transfer of ownerships must be initiated by authorized Chrysler dealers. Within thirty days after the purchase of the vehicle, the subsequent owner must contact an authorized Chrysler dealer of his choice.

The dealer will then review the maintenance records, and if in order, will complete a transfer of ownership form and the warranty continuation to the subsequent owner will be in effect.

We hope the above has been of information to you and thank you for contemplating the purchase of our products.

Very truly yours,

Ralph Bayer

83 at W

FORD DIVISION
[illegible]

Ford Motor Company,
[illegible]
DEARBORN MICHIGAN 48 21

May 29, 1967

Mr. Frank Johnson
U.S. Sales & Information
Service Incorporated
101 Benson Manor
Jenkintown, Pennsylvania

DEFENDANT'S EXH. No. WW
Marked for ID
Rec'd in Evidence
Page 85

Dear Mr. Johnson:

This will acknowledge your recent letter which has been forwarded to this office for reply.

In response to your inquiry, the new car warranty is transferable to subsequent owners providing the limitations have not been reached. If we can be of further assistance, please contact us.

Thank you for writing and for your interest in our products.

Sincerely yours,

J. E. Carter

J. E. Carter
Customer Relations Department

JEC:mrs

84 cv 08

A. J. YOUNG, SR. AUTO SALES

7830 BLACK RIVER ROAD
WATERTOWN, NEW YORK 13601

13 August 1967

315-E67-118

Mr. Sidney Gerber
NABCOR, INC.
101 Benson Manor
Township Line and Old York Road
Jenkintown, Pennsylvania

DEFENDANT'S EXH. No. WW
Marked for ID
Rec'd in Evidence
Page 86

Dear Mr. Gerber:

May I introduce myself as the NABCOR Broker of far Northern New York?

I am happy to be a member of the NABCOR family and look forward to hard work and lots of profits.

I received a memorandum advising that you will handle inquiries and orders for automobiles from brokers.

I have received a welcome letter, my Dealership Code Number, window sign, and NABCOR Introduction with six lessons on tape.

I have not received any promotional materials other than the window sign. Neither have order forms and other forms mentioned on the tapes been received.

I would appreciate receiving these materials as soon as possible, since there is a deadline for returning the tapes.

I have a customer for a Lincoln, 1964 or 1965, with vinyl top and air conditioning - Also approximately twelve potential customers for 1968 cars.

Very truly yours,

A. J. YOUNG, SR.

85 at Ol

V.P.D. Sheet Protector PS-3

WALTER H. SCHULTZ SALES & SERVICE
[illegible] [illegible]
TRENTON 8, NEW JERSEY

April 27, 1967.

DEFENDANT'S EXH. No. WW
Marked for ID ________
Rec'd in Evidence ________
Page 87

Mr. Frank Marrianna,
Nabcor Leasing Inc.,
N.Y.

Dear Frank,

After contracting with your Corp. in Oct. 1966, I want to send this letter to you to thank you for stopping in to tell me about your Leasing Corp. It was at a time when Studebaker stopped making cars, which meant I was in a very bad position to know what to do.

It was then that I signed your contract, I must admit, it sure did pull us out of a very deep hole. Since then we have sold twenty seven New Cars of varios makes, plus the used cars involved.

Might add that services rendered have been excellant, with all of our dealings with Nabcor, it has beem a pleasure.

Very truly yours,

Walter H Schultz

File at OP

[illegible]

Dealer to Sue Auto Buyers Who Back Out of Deals

G. N. Higgins

DETROIT. -- George N. Higgins, operator of Higgins Pontiac Co. in suburban Ferndale, vows he has been "burned" for the last time by customers who place new-car orders with him and then back out after getting a better deal elsewhere.

"From now on, I'm going to sue both the customer and the dealer who undercuts my price after the customer has signed a sales contract with me," Higgins said. "The only exceptions will be special emergencies, like a death in the family, loss of a job or because of an illness to the customer."

Higgins said he recently brought suit in Ferndale Justice Court against a woman who ordered a Catalina two-door sedan with air conditioning and then refused to take delivery.

"She signed the order and put down a deposit of $25 or $50," Higgins said. "When the car came in, we notified her a number of times that it was ready, and finally she told us she had purchased the same model from a dealer in her neighborhood for $50 or $75 less than my figure."

He added that "we had a bona fide order so I filed suit. The case was settled out of court, and I collected more than $200 on the deal."

Higgins, winner of the National Benjamin Franklin Quality Dealer Award in 1966, pointed out that the special equipment on this model made it hard to move. "We had this car on our hands three or four months before we were able to dispose of it," he added.

Higgins charged that the dealer who undercut his price "knew that I had a signed order from the woman, and in the future I'm going to involve any dealer who follows this practice."

"That isn't the way I do business," he continued. "If another dealer has a bona fide deal, we don't want it. We'll compete as long as no order has been signed, but once he's got a signature, we're out of the picture."

Last year, Higgins said, he ended up "holding the bag" on five cars with special equipment that made them hard to move.

"I had a $100 deposit on one of them and I made the mistake of refunding it," he continued. "Nearly a year passed before I was able to sell the car. But I'm through getting stuck with these deals. Unless there's a good reason, the person who orders a car is going to take it or face a lawsuit."

DEFENDANT'S EXH. No. WW
Marked for ID
Rec'd in Evidence
Page 88

87 of 88

AUTOMOTIVE NEWS, JULY 17, 1967

Get-Ready Expense

In the July 3 issue you presented an article titled "Dealers Work Out Ways to 'Live' with Warranty."

This article, unquestionably, presents the various aspects of the warranty problem—if you want to call it a problem. But in the article, a statement is made which is absolutely untrue, and which—if believed by the buying public—puts dealers in a very defensive position. I refer to the following which occurs in the first column of this article on Page One, namely:

"When the owner takes his car to the selling dealer, there is no problem, since the dealer received an allowance for new-car prep when he sold the car."

For your information, no General Motors dealer I know of receives an allowance for so-called "new-car prep." Every cent of our cost of new-car get-ready, or prep as you call it, comes out of the dealer's pocket and is a cost of doing business the same as any other cost. We get no reimbursement of any kind.

Automotive editors of large newspapers have also made this statement for public consumption, and it is very difficult to understand how well-informed automotive writers could be so grossly misinformed.

This point is of major importance from a dealer's standpoint, because a misinformed public can make it difficult for dealers if they believe your statement is true.

It would be interesting and much appreciated if you could advise me where such information is obtained, as I am commencing to believe the misunderstanding is widespread

Rex G. Reason, president, Reason Buick Co., Santa Ana, Calif.

Editor's Note: *On each new car, the factory suggests an amount for preparation of the vehicle. This is not a reimbursement or allowance to the dealer; it is up to the dealer to earmark a part of the selling price to take care of get-ready and policy adjustments on the cars he sells.*

As Mr. Reason points out, this is a cost of doing business. But the dealer does have a chance to set up a fund for this work on his own cars.

DEFENDANT'S EXH. No. WW
Marked for ID
Rec'd in Evidence
Page 89

88 wt. OP

Expanded Use Of Rental Cars Urged for GSA

WASHINGTON. — The U. S. comptroller general's office has proposed expansion of the General Services Administration's contracting for commercial car rentals for government use.

Spokesmen said the government would save as much as $350,000 annually if cars currently being rented under informal arrangements were rented under GSA contracts. He added that the government presently spends an estimated $1.9 million a year for short-term rental cars under informal agreements.

A GSA spokesman said his agency concurs with comptroller's office proposals to reexamine its role in commercial car rentals, and to increase the relative share of such rentals made under its contracts.

The comptroller's office said rental rates under GSA contracts are substantially lower than under informal arrangements because the GSA contacts are usually awarded through formal advertising and provide for a larger volume.

DEFENDANT'S EXH. No. WW
Marked for ID
Rec'd in Evidence
Page 90

89 at CS

Ex. xx - In evidence at trial.

E-969

DEFENDANT'S EXH. No. XX
Marked for ID
Rec'd in Evidence
Page 1

Excerpt from Answer of Plaintiff
National Auto Brokers Corp. to
First Set of Interrogatories, etc.,
Subscribed and Sworn to by
Frank Maiorana, June 1, 1972

Interrogatory No. 21

21. State whether you have engaged in the business of selling new automobiles and, if so:

(a) state the dates on which you commenced and ceased such business;

(b) state the number of such automobiles by manufacturer sold by you in each year in which you have engaged in that business;

* * *

Answer

21. Nabcor has been engaged in the selling of new automobiles.

(a) Nabcor commenced such business on January 14, 1966 and has not ceased such business.

(b) the number of new automobiles by manufacturer sold by Nabcor in each year in which Nabcor engaged in the business of selling new automobiles:

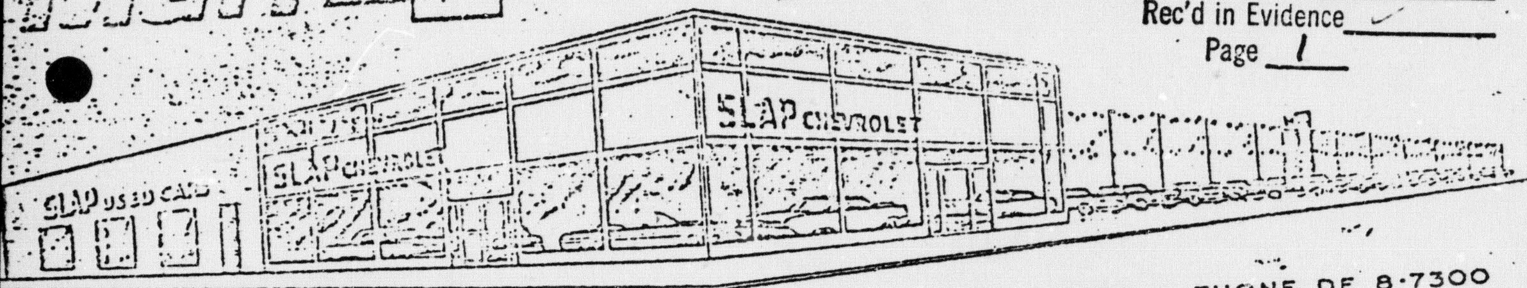
Year	GM	Ford	Chrysler	Am M	Other (specify)
1966	3	0	1	0	
1967	90	11	14	0	
1968	86	13	11	2	
1969	61	26	25	0	
1970	54	15	17	0	
1971	40	15	12	3	1 (Triumph)
1972	7	1	0	0	—
Totals	341	81	80	5	1

Ex. CCC - In evidence at hearing only. 11

E-970

DEFENDANT'S EXH. No. CCC
Marked for ID ✓
Rec'd in Evidence ✓
Page 1

Matt CHEVROLET Slap



COTTMAN AT TORRESDALE AVES. • PHILADELPHIA, PENNSYLVANIA 19135 • PHONE DE 8-7300

January 31, 1968

PLF.
DEFT. Alhoura
WIT.
DATE 2-25-75
EX # 15
IN EV | FOR ID
BAR ASS'N. REPORTING SERVICE

Mr. Hank Thomas
G. M. A. C.
12 S. 12th Street
Phila., Penna.

Dear Mr. Thomas:

As per our conversation concerning Nabcor, they inform me that their initial purchase will be twenty-five (25) Chevrolets, Model #16487 or 16439.

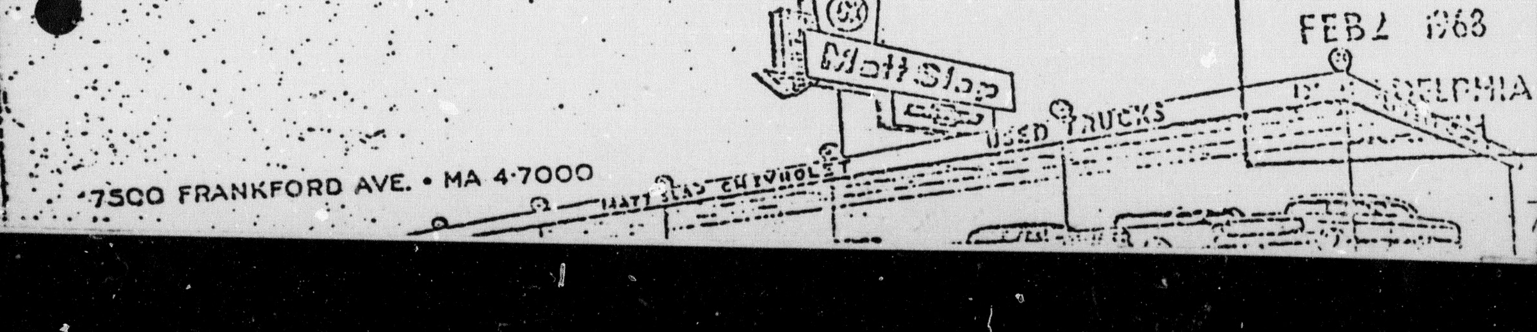
They wish to have these cars equipped with Automatic Transmission, Power Steering, ~~Air Conditioning~~, ~~Tinted Windshield~~, Push Button Radio and White Side Wall Tires.

The insurance carrier will be Motors Insurance Corporation.

It is their desire that the cars be financed through you on the basis of eleven (11) equal monthly payments of 2 1/2 % of the amount financed, plus interest with the twelith payment being a balloon note.

At this point the interest rate that we are discussing will be 4 1/2 % flat.

MANAGEMENT
RECEIVED
FEB 2 1968
PHILADELPHIA



7500 FRANKFORD AVE. • MA 4-7000

DEFENDANT'S EXH. No. CCC
Marked for ID ________
Rec'd in Evidence ________
Page 2

If there is any further information you are in need of, please call me.

Very truly yours,

MATT SLAP CHEVROLET

Robt M Sloane

ROBERT G. SLOANE

RGS:sk

Ex. GGG - In evidence at trial.

General Motors Fleet User Certificate

for 1968

DEFENDANT'S EXH. No. GGG
Marked for ID ________
Rec'd in Evidence ________
Page 1

Certificate Number ________ *Issued* ________

TO: COMPANY: ________

STREET ADDRESS: ________

CITY AND STATE: ________

1-1-65

E-973

GENERAL MOTORS FLEET USER CERTIFICATE

It has always been the desire of General Motors Corporation and its Car and Truck Divisions to maintain a relationship with large Fleet Users, even though all of our motor vehicle products are sold and distributed by dealers.

The purpose of this Certificate, available to qualified Fleet Users who purchase annually a minimum of twenty new motor vehicles (cars and trucks, any and all makes) for use in their business (each user to which this Certificate is issued being hereinafter referred to as "User") is to establish this relationship and offer the following services applicable to company-owned vehicles. These services apply to Chevrolet, Pontiac, Oldsmobile, Buick and Cadillac passenger cars and to Chevrolet and GMC trucks.

1. *Identification*—In order that various services may be rendered to User in connection with its purchase and use of General Motors vehicles throughout the United States, identification of User, its branches, divisions and subsidiaries (if User is a State or political subdivision or instrumentality thereof, then such political entity together with its departments and bureaus) with General Motors Car and Truck Divisions, will be accomplished by User furnishing us with—(a) detailed list of names and addresses of its branches, divisions and subsidiaries where motor vehicles are operated in User's business, and (b) a list of repair shops owned and operated by User, where such General Motor vehicles are serviced and repaired.

2. *Identification for Fleet Vehicles*—Fleet User Identification Cards are available for all company-owned General Motors vehicles in User's fleet. Initially, these Identification Cards will be issued upon request through use of Fleet Section Form FS 56. At that time a "bank" of additional cards will be provided, all bearing User's name, in sufficient quantity to take care of estimated GM vehicle purchases for the following three months. Thereafter, the "bank" will be replenished, as needed, through use of Form FS 66 which will be completed by User and sent to the Fleet Section Regional Office. During the life of these cards, sales of parts, otherwise eligible for parts wholesale compensation, by authorized General Motors dealers to User for use in repair or servicing of company owned vehicles will be considered as "Qualified Wholesale Parts Sales" under the General Motors Wholesale Compensation Plan.

[illegible] No. 668
Marked for ID ________
Rec'd in Evidence ________
Page 2

3. *Identification of Fleet User Repair Shops*—We will upon request, furnish a Fleet User Identification Card for each automotive repair shop operated by User to repair its company-owned vehicles of General Motors make, and will identify User with General Motors Car and Truck Divisions in order that such Divisions may, upon User's request, furnish User with Repair Manuals and Service Bulletins that may be available for the purpose of assisting User in the repair of such General Motors vehicles.

4. *Product Information*—We will furnish User with such product information and descriptive literature on General Motors vehicles as we may deem of value to User in connection with the purchase and use of General Motors vehicles.

5. *General Motors Training Centers*—The facilities of General Motors Training Centers, located in and serving thirty major areas, are available for the purpose of training User's mechanics and shop personnel in the repair and maintenance of General Motors vehicles.

It is understood, in issuing this Certificate, that General Motors Corporation and its Car and Truck Divisions are not responsible for User's purchases which are made from authorized dealers in such vehicles, the specific purpose of the Certificate being to establish a relationship with the User, offer various services, and encourage User to purchase new motor vehicles of General Motors make from authorized dealers.

The certificate is not valid unless signed by the Director of our Fleet & Government Sales Section or the Manager of Rental/Leasing and Commercial Sales.

This Certificate expires December 31, 1968.

GENERAL MOTORS
CORPORATION
Fleet and Government Sales Section

By: A. J. Olson
Director

Date January 1, 1968

DEFENDANT'S EXH. No. 666
Marked for ID
Rec'd in Evidence
Page 3

E-975

GM

DEFENDANT'S EXH. No. ABG
Marked for ID
Rec'd in Evidence
Page 4

GENERAL MOTORS CORPORATION
Fleet and Government Sales Section
General Motors Building
DETROIT, MICHIGAN 48202

Ex. JJJ - In evidence at hearing only.

E-976

DEFENDANT'S EXH. No. JJJ
Marked for ID
Rec'd in Evidence
Page 1

Nabcor Employee and [illegible] Manual

the
nabcor
system

NABCOR, INC.
101 BENSON MANOR
JENKINTOWN, PA. 19046

☐ an automobile consumer service ☐

E-977

chise to sell service. They get paid in full from the manu-
turer for this service — in the same manner that you would
the dealer with your own check for any service you may
e done in a dealership. Dealers are always glad to get that
iness. There is no problem with service." (Point out that
sing companies operate cars all over the United States, and
not bring them back to the selling dealer. They do not have
blems with service, and neither do we.)

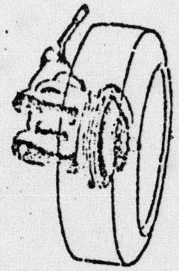
stion 2: How do we dispose of used cars?

"Mr. Prospective Broker, as we explained to you in our first meeting, used car dealers are very anxious to buy used cars from new car dealers or brokers, because this is the only way they can get used cars.
n you are negotiating for a new car purchase, the used car
ld then be priced at wholesale. In its very thorough train-
program, Nabcor will show you how to do this. You would
contact several used car dealers in your area. They
ld give you a price on the car to be traded. This is the
e you would use when trading this car. At the time you de-
r the new car, the used car dealer would give you a check
the trade-in, and that would eliminate the used automobile
turn the whole thing into a cash transaction. In the train-
program, Nabcor will go into greater detail on this and other
thods of used car disposal and will assist you in every way."

stion 3: Won't the dealers try to stop us?

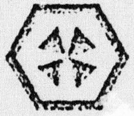
Mr. Prospec[illegible]e Broker, I am sure that the local dealers
t welcome you as a competitor, but that is the reason and

DEFENDANT'S EXH. No. DD
Marked for ID
Rec'd in Evidence
Page 2



its contacts nationally, can get you automobiles at all times, and local dealers could never stop you. Should they try to harass you, this would be in direct violation of the Supreme Court decision, and they would not dare attempt this. They could be tried by the Government for a criminal conspiracy to restrain trade. In our fourth year of operation, Nabcor has experienced no difficulty in supplying its brokers with automobiles, nor does it anticipate any difficulty in the future, so there is no reason to worry about that particular point."

Question 4: Does the company have to do national advertising?



"Mr. Prospective Broker, national advertising is done by the company in the same manner that the automobile manufacturers do their national advertising, and it is on a participation basis. Since the entire concept is [illegible] on low overhead, the company does not see at this time how [illegible] be advantageous to charge the broker on a per unit basis for national advertising that is not really necessary. Nabcor has a complete customer contact program that is extremely effective for you as the broker, since you sell all makes and all models of automobiles. The company has many plans for national advertising and other programs of this type and will use them when the brokers indicate that they want them. So far, they like the programs used presently by the company.

estion 5: Where will I get the cars?

"From your Master Broker."

Ex. KKK - In evidence at trial.

E-978

DEFENDANT'S EXH. No. KKK
Marked for ID ______
Rec'd in Evidence ______
Page 1

COTTMAN AT TORRESDALE AVES. • PHILADELPHIA, PENNSYLVANIA 19135 • PHONE DE 8-7300

January 31, 1968

PLF.
DEFT.
WIT. [illegible]
DATE 2-[illegible]
EX # 30
[✓ IN EV] FOR ID
BAR ASS'N. REPORTING SERVICE

Nabcor
101 Benson Manor
Jenkintown, Penna.

Attn: Mr. Tony Maoriani

Dear Tony:

As we have discussed previously our intention is to sell to you Chevrolets at $50.00 over dealer cost for any units shipped to Matt Slap Chevrolet and $25.00 over dealer cost for any units which are delivered in another part of the country.

It is understood that you are entitled to the Chevrolet Fleet Rebate of $50.00 per car.

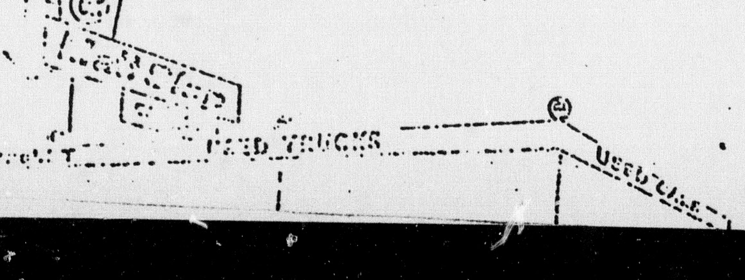
We trust that this will be of mutual satisfaction.

Very truly yours,

MATT SLAP CHEVROLET

ROBERT G. SLOANE

RGS:sk



FRANKFORD AVE. • MA 4-7000

Ex. LLL - In evidence at trial.

DEFTS ~~PLAINTIFF'S~~ EXH. No. LLL
Marked for ID ______
Rec'd in Evidence ______
Page 1

ISADORE GITLER
Certified Public Accountant
2410 NORTH 50TH STREET
PHILADELPHIA, PA 19131

MEMBER
AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
PENNSYLVANIA INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

7-31CC

July 14, 1967

bcor, Inc.
7 Benson Manor
wnship Line and York Road
nkintown, Pennsylvania

ntlemen:

In accordance with your request we have examined the books and cords of

NABCOR, INC.

s of January 31, 1967 and have prepared therefrom the following atements:

1. Statement of Operations for the year ended January 31, 1967.

2. Statement of Financial Condition as of January 31, 1967.

In view of the fact that no outside confirmation was made of tems appearing on these statements, this report is presented, with- NO opinion, for management use.

Respectfully submitted,

Isadore Gitler
ISADORE GITLER

G/gtg
20 c. (2)

Ex 11

NABCOR, INC.
STATEMENT OF FINANCIAL CONDITION
JANUARY 31, 1967

ASSETS

CURRENT ASSETS		
Cash in Bank	$ 16,995.57	
Notes Receivable	87,545.88	
Accounts Receivable	1,310.50	
Advances & Loans	6,215.00	
Exchanges	1,592.20	
Prepaid Expenses	287.00	
TOTAL CURRENT ASSETS		$ 113,946.15
FIXED ASSETS		
Office Furniture and Improvements	$ 5,101.77	
LESS: Accumulated Depreciation	245.09	
NET CARRYING VALUE - FIXED ASSETS		$ 4,856.68
OTHER ASSETS		
Goodwill	$ 27,000.00	
Rent and Utility Deposits	730.00	
Unamortized Organization Expenses	480.00	
TOTAL OTHER ASSETS		$ 28,210.00
TOTAL ASSETS		$ 147,012.83

Continued

Nabcor, Inc.

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES			
Notes Payable Equipment within one Yr.		$ 1,817.76	
Misc. Taxes Payable		239.75	
Salesmens' Deposits		20.00	
Customers' Deposits on Automobiles		11,530.15	
TOTAL CURRENT LIABILITIES			$ 13,607.66
LONG TERM LIABILITIES			
Notes Payable Equipment after one year			2,309.04
OTHER LIABILITIES			
Refundable franchise deposits		$234,800.00	
Officers' Loans Payable		15,299.24	
Advances from affiliate		5,761.52	
TOTAL OTHER LIABILITIES			255,860.76
TOTAL LIABILITIES			$ 271,777.46
STOCKHOLDERS' EQUITY			
Common Stock -			
Authorized 5,000 shares a $ 1.00 par value		$ 5,000.00	
Unissued		3,225.00	
Issued and outstanding, 1,775 shares		$ 1,775.00	
Retained Earnings (Deficit)			
Deficit for Period	($126,189.63)		
Officer's Life Insurance	(350.00)	($126,539.63)	
Net Stockholders' Deficit			($ 124,764.63)
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY			$ 147,012.83

E-982

NABCOR, INC.
STATEMENT OF OPERATIONS
FOR THE YEAR ENDED JANUARY 31, 1967

INCOME		
Training Income		$ 12,033.68
Franchise Income		1,500.00
Automobile Sales		261,613.32
TOTAL INCOME		$ 275,147.00
COST OF AUTOMOBILES		$ 254,672.40
GROSS PROFIT		$ 20,474.60
EXPENSES		
Advertising	$ 6,658.92	
Auto and Travel Expenses	8,174.17	
Office Expenses	9,157.49	
Commissions	68,249.91	
Legal and Accounting	4,930.34	
Entertainment & Promotion	11,649.04	
Phone	8,934.13	
Rents	10,278.48	
Payroll	13,237.00	
Payroll Taxes	771.93	
Utilities	115.89	
Christmas Expenses	840.00	
Insurance and Licenses	896.01	
Equipment Rental	497.54	
Repairs	263.31	
Bank Charges, Title fees	100.42	
Postage	361.15	
Misc. Expenses	1,219.41	
Depreciation	245.09	
Subscriptions	84.00	
TOTAL EXPENSES		$ 146,664.23
NET LOSS FOR YEAR		($ 126,189.63)

Ex. MMM - In evidence at trial.

MMM

USA 33s - 475
(ED. 4-23-71)

EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.

FPI-MI—9-24-78-50M-4417

E-985

[illegible] 7-3100

ISADORE GITLER AND CO.
Accountants and Auditors
2419 NORTH 56TH STREET
PHILADELPHIA PA 19131

ISADORE GITLER C.P.A
[illegible] GITLER

April 2, 1968

Narcor, Inc.
101 Benson Manor
Township Line and York Road
Jenkintown, Pennsylvania

Gentlemen:

In accordance with your request, we have examined the books and records of

NARCOR, INC.

as of January 31, 1968 and have prepared therefrom the following statements:

1. Statement of Operations for the year ended January 31, 1968.

2. Balance Sheet as of January 31, 1968.

In view of the fact that no outside verification was made of items appearing on these statements, this report is presented, without opinion, for management use for administrative purposes.

Respectfully submitted,

Isadore Gitler
ISADORE GITLER

IG/jbg
Enc's. (2)

E-986

NAECOR, INC.
BALANCE SHEET
JANUARY [illegible] 1958

ASSETS

CURRENT ASSETS		
Cash in Bank	$ 34,819.21	
Notes Receivable	112,712.88	
Accounts Receivable	46,079.00	
Advances and Exchanges	26,406.49	
Deferred Charges	516.61	
TOTAL CURRENT ASSETS		$ 220,534.19
FIXED ASSETS		
Office Furniture and Improvements	$ 8,771.63	
LESS: Accumulated Depreciation	938.76	
NET CARRYING VALUE - FIXED ASSETS		$ 7,832.87
OTHER ASSETS		
Goodwill	$ 27,000.00	
Rent and Utility Deposits	670.00	
Unamortized Organization Expenses	360.00	
TOTAL OTHER ASSETS		$ 28,030.00
TOTAL ASSETS		$ 256,397.06

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES			
Notes Payable Equipment within one year		$ 2,300.76	
Misc. Taxes Payable		3,257.02	
Salesman's Deposit		10.00	
Customers' Deposits on Automobiles		3,997.41	
TOTAL CURRENT LIABILITIES			$ 9,565.19
LONG TERM LIABILITIES			
Notes Payable Equipment after one year			3,361.56
OTHER LIABILITIES			
Refundable franchise deposits		$ 346,551.00	
Officers' Loans Payable		20,760.76	
TOTAL OTHER LIABILITIES			367,311.76
TOTAL LIABILITIES			$ 380,238.51
STOCKHOLDERS' EQUITY			
Common Stock - Authorized 5,000 shares @ $ 1.00 Par Value		$ 5,000.00	
Unissued		3,225.00	
Issued and Outstanding - 1,775 shares		$ 1,775.00	
RETAINED EARNINGS			
Deficit February 1, 1967	($ 126,539.63)		
Net Income for Year	923.18	($ 125,616.45)	
NET STOCKHOLDERS' DEFICIT			(123,841.45)
TOTAL LIABILITIES AND STOCKHOLDERS' DEFICIT			$ 256,397.06

Statement subject to comments per attached Letter.

E-988

NABCOR, INC.
STATEMENT OF OPERATIONS
FOR THE YEAR ENDED JANUARY 31, 1968

INCOME		
Training Income		$ 6,402.00
Franchise Income & Misc.		120,455.25
Automobile Sales		567,218.69
TOTAL INCOME		$ 694,075.94
COST OF AUTOMOBILES		$ 538,473.63
GROSS PROFIT		$ 155,602.31
EXPENSES		
Advertising	$ 7,725.25	
Auto and Travel Expenses	12,229.63	
Office and Misc. Expenses	8,866.87	
Commissions	36,771.01	
Legal and Accounting	6,352.00	
Entertainment and Promotion	1,949.11	
Telephone	10,456.19	
Rents	8,587.73	
Payroll	55,172.45	
Payroll Taxes	2,618.17	
Insurance and Licenses	1,622.00	
Equipment Rental	232.80	
Cost of Picking Up Autos	558.95	
Bank charges and interest	221.26	
Misc. taxes - Pa. Corporate	42.46	
Postage	579.58	
Depreciation	693.67	
TOTAL EXPENSES		$ 154,679.13
NET INCOME FOR YEAR		$ 923.18

Statement subject to comments per attached letter.

Ex. NNN - In evidence at hearing only.

E-989

-3545

6419

Multi Make Auto Sales

1303 UNION RD. WEST SENECA, N. Y. 14224

DEFENDANT'S EXH. No. NNN
Marked for ID ________
Rec'd in Evidence ________
Page 1

October 20, 1967

Attention Mr. Maiorana:

In regards to our conversation about the men or concerns that wouldn't go along with us.

The man at G. M. is Mr. Wolmack in the Chevrolet Division.

The Dealers names are CLEMENTS, GILLOGLY CHEVROLET INC., DAVE HALLMAN CHEVROLET INC., of Hamburg, New York. Dengler, CHEVROLET & OLDSMOBILE INC., of Westfield, New York. In turn Dave Hallman called us this morning and said he would sell us the cars for $125, (one hundred and twenty-five dollars) above cost. All the dealers agreed to sell us the automobiles at established fleet prices. After consulting with their zone (Buffalo zone manager Mr. Wolmack) they were told that these automobiles wouldn't be considered Fleet, and raised the prices or refused to sell to us.

Sincerely yours,

Dale Strimple

DS/rmg

P.S. Please do something in a hurry these people have formed a colusion against us.

Ex. PPP - In evidence at trial.

F.M. Affidavit in Support of
Motion for Preliminary Injunction
Ex. 6 (Doc #24)

DEFENDANT'S EXH. No. PPP
Marked for ID ____________
Rec'd in Evidence ____________
Page 1

February 19, 1968

Mr. Robert C. Weinbaum, Attorney
Antitrust Division
U. S. Department of Justice
Washington, D. C. 20530

Dear Mr. Weinbaum:

This report has been prepared by me almost wholly, on personal experience, along with other reports and information (enclosed) that you requested.

These statements pertain to activities and dealer purchasing in the New York area, including certain events in our Philadelphia office beginning early April, 1966 to present.

In April 1966, I established contact with a Mr. Earl Stewart, Fleet Manager of Ruckle Pontiac in Yonkers, N.Y. In a meeting in the Westchester Town House with Mr. Earl Stewart, we arrived at an agreement whereby Mr. Stewart would sell to Nabcor, Inc., new Pontiac automobiles at factory dealer invoice plus $50 (for the get-ready) minus 1% of the 2% dealer hold-back. We also, at that time, established contact and made a similar agreement with the same price structure, with a Chevrolet dealership called Luby Chevrolet in Bronx, New York. At the same time, I personally called Bob Murray in Trenton, New Jersey, who was co-owner of Colonial Cadillac of Trenton, New Jersey. Mr. Bob Murray had supplied me with Cadillacs for a leasing company that I owned prior to 1964. He agreed to supply me with Cadillacs for my brokers. With these new car dealerships, in addition to others in Philadelphia and New York, we supplied our brokers with the cars that they needed. We continued to do business in the New York area with these three General Motors firms and purchased many Pontiacs and Chevrolets. We also purchased several Cadillacs through Colonial Cadillac.

At the showing of the 1967 model, I was invited by Mr. Earl Stewart to a Fleet Buyers reception at Ruckle Pontiac's showroom. There I met and was introduced to Mr. Bud Morrison, who at that time was the Fleet Manager of Don Allen Chevrolet. Mr. Stewart introduced me and he suggested to Mr. Morrison that he sell Nabcor Chevrolets. Mr. Bud Morrison

EXIBIT G

EXHIBIT
D-69
3/31/[illegible]

was happy to do so, and in addition to Luby Chevrolet as a supplier, we also established a relationship with Don Allen Chevrolet. A very friendly relationship ensued with Mr. Bud Morrison and he became intrigued with our system. We had several meetings on the possibility of his joining our system since, at that time, Don Allen Chevrolet was in the process of being sold by Mr. Don Seymore, its owner, to General Motors. I learned, at that time, that General Motors was to officially take over the Don Allen organization. General Motors would, naturally, form a new corporation to operate what was Don Allen Chevrolet. By the first of December, Mr. Bud Morrison and I had agreed that we would establish some form of relationship and he would become part of the Nabcor System and become employed by Nabcor, Incorporated. Mr. Morrison told me that at a farewell party held for Mr. Don Seymore by General Motors, (at which Bud Morrison was present) he and Mr. Fred Donnor, then Chairman of the Board of General Motors Corporation- discussed the Nabcor System and there were several comments made. One comment, as related to me by Mr. Morrison, was, and I quote: "Mr. Fred Donnor said to me - but Bud, you will be operating outside of the franchise system." Nevertheless, the fact that Bud Morrison did come with Nabcor created much talk generally in automobile circles in the New York area.

It was at that time that some of our problems with General Motors dealers in the New York area started. Since we had been having problems with Fords in the Philadelphia area and also in the New York area, I thought that Mr. Bud Morrison would be a real asset to us (having been a Fleet Manager and knowing most of the Fleet Managers in General Motors dealerships) and that he would assist us in obtaining automobiles for our brokers. When General Motors took over the Don Allen organization at 57th and Broadway in New York City, a new man took over as Fleet Manager of what was now Midtown Chevrolet and was owned by General Motors. Immediately he refused to honor orders that we had previously placed with Don Allen Chevrolet and were waiting for delivery. After several discussions with the Fleet Manager of Midtown Chevrolet in which I myself participated, he agreed to deliver only those cars which we had ordered through the Don Allen organization. He refused to take any more orders or to sell us any more cars. It was shortly thereafter that Luby Chevrolet notified us that they would no longer accept our orders. Ruckle Pontiac also decided that they would no longer want to do business with us. Prior to this decision by Ruckle Pontiac, I attended a meeting at the Park Sherator Hotel with the zone manager, assistant zone manager, and several other Pontiac zone representatives, in addition to Mr. Earl Stewart and Bud Morrison. At this meeting it was established that the Fleet Manager of the Pontiac Division of General Motors should establish us as a Fleet Account. Several weeks later, which was sometime in the middle of January, Mr. Walter Gray, Fleet Manager of the Pontiac zone came to visit me at the Westchester Town House. After asking several questions about our system, he left. I heard no more from him. This visit came about only as a result of the suggestions and actions on the part of Earl Stewart who was Fleet Manager of Ruckle Pontiac since I did not request a Fleet Certificate and our system did not really need a Flett Certificate because we did not claim rebates. I therefore let the matter drop. It was not long after this that Ruckle Pontiac ceased to do business with us on the basis that Mr. Ernie Turco of Turco Auto Sales, one of our brokers in Yonkers, had given a price to a prospective Pontiac buyer and that the manager of Ruckle Pontiac had complained

DEFENDANT'S EXH. No. PPP
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Page 2

to the owner. The owner insisted that Earl Stewart cease doing business with Nabcor. Earl Stewart, in a telephone conversation at the time, told me that it was after a weekend visit by a Pontiac representative at the owner's home that this action took place. I would assume that the owner of Ruckle Pontiac, as early as spring, was fully aware of our entire operation and according to Earl Stewart, was actually interested in our business and wanted to buy a part of it.

Since I did not want to sell and after learning much about our business Mr. Earl Stewart did in fact put in a brokerage type business in the Fleet department of Ruckle Pontiac. It consisted of sales to doctors all over the country. The fact that I was not interested in selling any part of my business at that time, and that I did not have any personal contact with the owner, does not subtract from the fact that there were definitely conversations between the owner of Ruckle Pontiac and Mr. Stewart pertaining to the Nabcor System. The owner of Ruckle Pontiac was fully aware of the fact that we were establishing brokers and that our brokers were selling cars. He was happy to have our business. We did business with Ruckle Pontiac for approximately ten months. It was only after Midtown Chevrolet refused to do business with us that Luby Chevrolet also decided not to do business with us and concurrently the owner of Ruckle Pontiac told Earl Stewart that we were in competition with them although he had full knowledge that we had been in competition from the beginning, but preferred the volume of business we gave him to the one or two deals he might lose.

We then, of necessity, made contact with many other dealers. I am enclosing a list of some of the dealers who agreed to do business with Nabcor Incorporated and a short time after accepting our orders, informed us they would not sell us the cars we ordered. We did business with a Pontiac dealer in the Bronx, called Bates Pontiac, whose manager at that time was Mr. Hank Goldberg. Mr. Goldberg did business with us until a new general manager took over at Bates Pontiac (which was some time in the summer of 1967). This manager was previously the general manager of Grand Ford. Grand Ford had taken our orders in January and, due to a combined resistance from Ford Motor Company and its representatives and dealers, then refused to deliver us the cars. He refused to sell us Pontiacs and our agreement with Bates Pontiac stopped. I personally spoke to this man to try and re-establish our relationship (because Mr. Hank Goldberg was extremely anxious to continue to sell us cars) but he was adamant and would not sell us any automobiles. He gave me a flimsy excuse about a Nabcor customer service complaint as the reason.

I then established contact with a Mr. Jack Wilson at Wilson Pontiac, Hatboro, Pennsylvania, and proceeded to get cars from that source. We obtained Chevrolets from Matt Slapp Chevrolet in Philadelphia and Rohrer Chevrolet in New Jersey. We had received no Cadillacs whatsoever during the early part of 1967 from Colonial Cadillac. Mr. Murray said Cadillac would not give him Cadillacs for Nabcor although he had tried. I then established an agreement with Mr. Frank Rippinger of Harty Motors, Mt. Kisco, New York and its owner, Mr. John Montalbano in the summer of 1967. They agreed to sell us Cadillacs and Oldsmobiles from their dealership at Fleet rates. We purchased Cadillacs from Harty Motors right through to the 1968 model and after the 1968 showing

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Page 3

we continued to order 1968 Cadillacs and Oldsmobiles from Marty Motors. We have gotten a few Oldsmobiles from them but no Cadillacs. In November, 1967, Mr. Frank Rippinger, in a telephone conversation with me, told me that Walter Gray, the Fleet Manager, had been to see him and told him that we were not a Fleet buyer. He also told Mr. Frank Rippinger that we must have a Fleet Certificate in order to buy cars from him. In the fall of 1967 we established Mr. Strimple and Mr. Donald Bolling, who were two brokers in the Buffalo area, and they started to solicit business in the area for new car buyers. They had done some advertising, and the dealers were up in arms over the situation. The Buffalo Auto Dealers Association sent out a bulletin to all dealers in the Buffalo area implying they should not sell cars to these men and Nabcor. We had been having no difficulty up to that time with the procurement of automobiles, but once the dealers in Buffalo, in conjunction with General Motors, which consist of the Chevrolet, Buick, Pontiac, and Oldsmobile zones advised their dealers not to sell our distributors cars, we again started to experience difficulties in the Philadelphia and New York area.

According to statements made by Mr. Strimple, the Buffalo auto dealers and General Motors did definitely get involved and did definitely advise their dealers not to sell cars to Nabcor or Nabcor's distributors. It was at that time that Mr. Rippinger of Marty Motors in Mt. Kisco, New York told me that Walter Gray, the Fleet Manager of the Pontiac zone in New York advised him that Nabcor needed a Fleet Certificate in order to get cars from Marty Motors. We have got very few cars, if any, from Marty Motors since that time.

In December, Rohrer Chevrolet had notified our man, Mr. Jack Snyder, that a Chevrolet station wagon had come in for Alf-Lex Auto Sales, Elmsford, New York and would be ready in a couple of days. On the day of delivery, Mr. Bill MacIntyre, Fleet Manager at Rohrer Chevrolet called and told Mr. Snyder that the Chevrolet could not be delivered pending Zone Manager approval. Mr. Snyder then told him that he needed the car quickly and offered more money. Mr. MacIntyre told Mr. Jack Snyder that he was sorry but he was told by Rohrer's general manager to hold up and money had no bearing on it. He said that he had to wait for word of approval from the Chevrolet zone manager. I had gone in to see Mr. Belcher, assistant to the Chairman of the Board of General Motors, (on the 24th floor of the GM Building) to discuss with him the problem that we were experiencing, or rather, that my distributors were experiencing in the Buffalo area. It was after that first meeting with Mr. Belcher that the car for Alf-Lex Auto Sales, Elmsford, New York, was released to us and we effected that sale to Alf-Lex Auto Sales.

At the same time there were three other cars in question. Bill MacIntyre of Rohrer Chevrolet said that they had been ordered but he could get no information from the Zone. He suggested that Nabcor call the Zone and talk to Dave Speace. Mr. Speace is a Zone man for Chevrolet Division of General Motors. Mr. Speace and Mr. De Simone (his superior) had visited our office a month prior to this. They talked to Mr. Anthony Mariano and wanted information on the Nabcor system. It was known then that they were investigating and that they had found out the dealers were dealing with us. I told Mr. Snyder to call the Zone. Mr. Snyder called the Zone and talked to Mr. Speace about- these cars and Mr. Speace told Mr. Snyder that he did not get the orders in on time and that they would have to go into the February allotment. These orders, two of which were for Buffalo,

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originally were ordered from Rohrer Chevrolet on or about November 29, 1967. This was now January 4 and we know from experience that up to the fifth of January you could order for the last ten days of the month. Mr. Spence could have got these cars into the January allotment. He said that he would definitely order them in the February allotment. As of this date, (February 19, 1968) we have not yet received those three orders - again two of which were for the Buffalo area. Our problems with Rohrer Chevrolet began immediately after we had physically delivered two cars to the Buffalo area. One of these cars was a Chevrolet delivered through Rohrer. It is entirely possible that because Mr. Dolling and Mr. Strimple were anxiously awaiting these automobiles, they were the first deliveries into the Buffalo area and this constituted positive proff that they could get automobiles, these cars were reported to the Zone in Buffalo. The Buffalo zone may hav[illegible] the Philadelphia zone of Chevrolet and by tracing the car to the Chevrolet dealer (which was Rohrer Chevrolet) through the serial number, began creating problems for us in the Philadelphia area. The fact that I had complained to General Motors of these activities in Buffalo may have created a situation where the Philadelphia zone would not in effect tell the dealers to completely stop selling us cars, but they did raise the price and we have not got the automobiles from them (especially from Rohrer Chevrolet) within the reasonable time that we had experienced prior to these problems.

Today, February 19, 1968, I had a discussion with Mr. Jack Wilson and he told me that a Mr. Di Simone, Fleet Manager of the Pontiac zone in the Philadelphia area had, in the latter part of August 1967, told him that Nabcor was approved as a Fleet buyer. Based on this Mr. Jack Wilson had applied for a Fleet rebate for his dealership. Although Nabcor does not participate in Fleet rebates from the manufacturer, nor does Nabcor ask for them, many of the dealers do apply for these rebates for themselves, since it is General Motors' program to offer these rebates. Although as Mr. Jack Wilson, quoting Mr. Di Simone, Fleet Manager of the Philadelphia zone, had approved Nabcor as a Fleet buyer, it was at this time that our distributor in Buffalo was just getting started and the problem that was created in Buffalo by the dealers in the Buffalo zone that evidently caused this discussion and expanded problem Mr. Jack Wilson today, February 19, 1968, told me that evidently something had happened between then and now and that we were no longer approved as a Fleet and he could not get his factory rebates. His words were: "I doubt seriously whether I will get my rebates. Evidently somebody had decided that the method in which you are operating does not qualify you as a Fleet." I asked him if he had anything like this in writing and he said: "No, but evidently somebody in General Motors had decided to change their minds because Mr. Di Simone said in late summer that we were definitely approved." And it was on that basis that he had applied for Fleet rebates. I also wish to point out at this time that we have a letter from Wilson Pontiac stating the new regulations that went into effect in December 1967 where General Motors had revised its fleet program, and I will enclose copies of the changes made at that time. I am enclosing all of the dealers that we did business with, and statements by some of the members ofour organization as to various incidents and activities that took place and the various breaches of the contracts by the dealers. that we had with dealers to supply us cars. Also a list of all dealers that

DEFENDANT'S EXH. No. PPP
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the New York market to simmer down somewhat and experienced no other difficulty until the incidents that took place in Buffalo where our distributor was concerned. It seemed to have reactivated the entire thing all over again.

These events and many others too numerous to mention here that have taken place and created the Buffalo problem, I am sending to you all that I have had time to gather and should you need more, I will be glad to supply whatever other information you may require. Also certain events that took place in Connecticut, which I have not gone into in this report, but I will touch on briefly. In the summer of 1968, the CATA, which is the Connecticut Auto Trade Association, put out a bulletin on Nabcor. I have not been able to obtain this particular bulletin but I understand that it advised its dealers not to cooperate with Nabcor in any way, shape, or manner, or advices to this effect. Mr. Jamele, one of our brokers in Waterbury, Connecticut, told us of this report and a Mr. Fitzpatrick who was past president of the Connecticut Used Car Dealers Association, and who had done much work in an attempt to break the stranglehold of the new car dealers over the independent dealers, also told me there was a report by the CATA. Our broker, Mr. Jamele, suffered much harrassment from the Motor Vehicle Department as a direct result of complaints of new car dealers in the Connecticut area. In view of these facts we never attempted to drop-ship cars in the Connecticut area because we felt it was futile. They have a strong new car dealer organization in Connecticut and based on the fact that they had sent out a report, I felt sure that no dealer would cooperate with us in the Connecticut area. And in fact they are doing quite a bit to harrass Mr. Lou Jamele in Connecticut. All cars that Mr. Jamele sold had to be delivered from Philadelphia or New York.

We also have a North Carolina distributor by the name of Mr. William Britt who has had similar experiences with dealers in North Carolina.

I want to impress on you that I have outlined mainly the highlights of these events. There are many details associated with these events too numerous to outline in this report. Also there are many past and present Nabcor employees who have experienced harrassment of one kind or another by dealers and factory representatives, and the many Nabcor brokers themselves, and their experiences. Also the many managers and owners of these various franchise dealers who wanted to do business with Nabcor and who had to stop because of pressures from factory and dealers, who also have related to us many of the problems they encountered.

With this in mind, please write to me and let me know whether this information is sufficient to justify further investigation on your part, and in what other manner we can be of assistance in alleviating the problems of our Buffalo distributor.

Thank you for your interest in this matter.

Yours truly,
NABCOR, Incorporated

[illegible]
President

DEFENDANT'S EXH. No. PPP
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JM 4-7-76.

GUARANTOR FINANCIAL STATEMENT

Ex. WWW - In evidence at trial. E-996

AME Frank Maiorana

BUSINESS ADDRESS 101 Benson Manor, Jenkintown, Pa. ~~856-Meadwood-Lane~~

ENCE ADDRESS 856 Meadowood La. Warminster, Pa.

OCCUPATION President, Nabcor, Inc.

FINANCIAL CONDITION AS OF Feb. 14 19 1968

ASSETS			
ASH IN BANK (NAME) Girard Trust. Bank ndustrial Valley Bank ank of Old York Road	14	200	00
COUNTS RECEIVABLE—GOOD	6	000	00
E FROM FRIENDS AND RELATIVES (DESCRIBE)	4	300	00
TES RECEIVABLE—GOOD (SCHEDULE 1)			
ORTGAGES OWNED (SCHEDULE 1)			
ADILY MARKETABLE SECURITIES (SCHEDULE 2)	3	600	00
HER SECURITIES (SCHEDULE 2)	650	000	00
SH SURRENDER VALUE LIFE INSURANCE	5	000	00
AL ESTATE AND BUILDINGS (SCHEDULE 3)	95	000	00
TOMOBILES			
RSONAL PROPERTY (DESCRIBE) rniture and other	20	000	00
HER ASSETS (DESCRIBE)			
OTAL ASSETS	797	100	00

LIABILITIES			
ACCOUNTS PAYABLE			
DUE TO FRIENDS AND RELATIVES (DESCRIBE)			
NOTES PAYABLE BANK (NAME) Girard Trust.	4	000	00
NOTES PAYABLE BANK (NAME)			
NOTES PAYABLE TO OTHERS (DESCRIBE)			
DUE TO BROKERS			
LOANS ON LIFE INSURANCE	2	100	00
MORTAGAGES OR LIENS ON REAL ESTATE (SCHEDULE 4)	30	700	00
INSTALLMENT CONTRACTS AND CHATTEL MORTGAGES			
INCOME TAXES PAYABLE			
OTHER TAXES PAYABLE			
OTHER LIABILITIES (DESCRIBE) Current Household Bills and expense		600	00
TOTAL LIABILITIES	37	400	00
NET WORTH	759	300	00
TOTAL	797	100	00

HE ABOVE VALUATIONS ON RECEIVABLES CONSERVATIVE? Yes (IF NOT EXPLAIN UNDER REMARKS - ON REVERSE SIDE).

ANY ASSETS PLEDGED OR DEBTS SECURED EXCEPT AS INDICATED? No IF SO, PLEASE ITEMIZE BY DEBT AND SECURITY.

YO[illegible]AVE ANY CONTINGENT LIABILITIES FOR GUARANTEES, ENDORSEMENTS, OR OTHERWISE? no $

LAIN

EDULE 1—NOTES AND MORTGAGES OWNED.

DESCRIBE HERE OR IN SEPARATE LETTER ANY IMPORTANT OR UNUSUAL RECEIVABLES.

NAME OF DEBTOR	AMOUNT DUE	HOW PAYABLE	REMARKS (INCLUDE DESCRIPTION AND VALUE OF ANY SECURITY)
			DEFENDANT'S EXH. No. WWW Marked for ID Rec'd in Evidence Page 1

EDULE 2—SECURITIES OWNED—PLEASE ATTACH SEPARATE SCHEDULE IF NEEDED.

CK-SHARES D-AMOUNTS	DESCRIPTION	VALUE AT WHICH CARRIED ON THIS STATEMENT	CURRENT MKT. ON LISTED		ESTIMATED VALUE ON UNLISTED		
			PER SHARE	TOTAL VALUE	PER SHARE	TOTAL VALUE	YRLY. DIV.
00	United Buckingham	$ 3600.00	12	$3600.00			$120.00
00	Six Eleven Swim Club	$50000.00			$10.00	$50000.00	
00	Nabcor, Inc.				$600.	$600,000.	
D							

HO[illegible]AME ARE THE ABOVE SECURITIES HELD?

NAMES OF YOURSELF AND A CO-OWNER, ARE THEY IN JOINT TENANCY?

PLEASE COMPLETE THE SCHEDULES ON THE REVERSE SIDE AND SIGN STATEMENT

LE 3—REAL ESTATE AND BUILDINGS—(PLEASE GIVE DETAILS OF ENCUMBRANCES ON SCHEDULE 4 BELOW OPPOSITE PROPER PARCEL NO.)

	LOCATION AND DESCRIPTION INCLUDE NATURE OF IMPROVEMENTS	MONTHLY INCOME	TITLE IN NAME OF	VALUATION ON THIS STATEMENT		AMOUNT OF ENCUMBRANCE (DETAILS BELOW SCHEDULE 4)	AMOUNT OF FIRE INSURANCE
				LAND	IMPROVEMENTS		
CEL #1	9 Room Single Home 856 Meadowood Lane Warminster		Frank Maiorana Linda Maiorana	$30,000.00		$14,000.00	$35,000.00
PARCEL #2	308 Easton Road, Warminster 2 acres-Bldgs & Improvements	$1000.00	Frank Maiorana	$30,000.00	$35,000.00	$16,700.00	$10,000.00
PARCEL #3							
PARCEL #4							
PARCEL #5							

HAT IS THE BASIS OF THE ABOVE VALUATION? (STATE WHETHER COST, FAIR VALUE TODAY, OR WHAT OTHER BASIS) Fair Value today and original cost

RE ANY PROPERTIES HELD IN JOINT TENANCY? yes PARCEL NOS. 1 HAVE YOU FILED A HOMESTEAD yes IF SO ON PARCEL NO. 1

CHEDULE 4—REAL ESTATE ENCUMBRANCES

	AMOUNT OWING PER SCHED. 3	NATURE OF ENCUMBRANCE AND TO WHOM PAYABLE	INTEREST		REPAYMENT SCHEDULE		ARE INT.* AND PRIN. CURRENT?
			RATE	DUE DATE	AMOUNT	DATE PAYABLE	
N PARCEL #1 ABOVE	$14,000.	Mortgage-Cayuga Federal Saving & L.	5½%	Open	$153.00 monthly	1st of month	yes
N PARCEL #2 ABOVE	$16,700	1st Fed. Savings & Loan	6%	1977	$220.00 monthly	1st of month	yes
ARCEL #3 ABOVE							
PARCEL #4 ABOVE							
PARCEL #5 ABOVE							

PAYMENTS OF PRINCIPAL OR INTEREST ARE PAST DUE, PLEASE GIVE DETAILS

E ANY TAXES PAST DUE? no IF SO, GIVE AMOUNT AND DETAILS

MARKS

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AKE THE FOREGOING STATEMENT OF ALL MY ASSETS AND LIABILITIES AT THE CLOSE OF BUSINESS ON Feb. 14, 1968 GIVE THE OTHER FOREGOING MATERIAL INFORMATION FOR THE PURPOSE OF INDUCING TO ACCEPT A GUARANTY EXECUTED BY ME COVERING THE ACCOUNT OF:

LER

ADDRESS

RTHER HEREBY CERTIFY THAT THE FOREGOING FIGURES ARE TAKEN FROM MY BOOKS AND THAT THEY AND THE STATEMENTS CON- ED ON THIS SHEET ARE TRUE AND GIVE A CORRECT SHOWING OF MY FINANCIAL CONDITION.

NED THIS DAY OF 19 NAME

NESS

Ex. YYY - In evidence at trial.

E-998

MAY 69

DEFENDANT'S EXH. No. YYY
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8/5/64
7201

The Bell Telephone Company of Pennsylvania
P.O. Box 280, Conshohocken, Penna. 19428

When paying in person use a Business Office or Authorized Collection Agency listed in the front of your Telephone Directory. No others are authorized to credit your payment.

PLEASE RETURN THE ENCLOSED CARD WITH YOUR PAYMENT

PLEASE PAY YOUR BILL BY MAIL WITH THE ENCLOSED ENVELOPE

IF YOU PAY IN PERSON PLEASE BRING BOTH THIS BILL AND YOUR CARD

NABCOR INC
BENSON MANOR (101)
JENKINTOWN PA 19046

		AREA CODE TELEPHONE NUMBER	AMOUNT DUE
SERVICE & EQUIPMENT	one month in advance 415	215-885-2075	62 25
*MESSAGE UNITS - Chargeable to date of bill		(570)	25 65
ITEMIZED CHARGES (see list opposite)			293 16
DIRECTORY ADVERTISING - one month in advance beginning with date of bill			
OTHER CHARGES AND CREDITS (explanation enclosed)			
TAX	33 83 FEDERAL	6 30 STATE	40 13
BALANCE FROM LAST BILL (please deduct any amount settled)			~~827 00~~
			421 19
*The "PINK PAGES" of your local Directory provide detailed information	CCOC CCOO XXXX Z	TOTAL AMOUNT DUE	~~1248 19~~

LIST OF ITEMIZED CHARGES

DATE OF BILL MAY 18 69 RAC 043 415 * AREA CODE TELEPHONE NUMBER 215-885-2075

DATE	⁎/C	PLACE		TEL NO		AMOUNT
		TOLL CALLS AND TELEGRAMS				
0418	*	MARLTON	NJ	609	9834949	25
0418	*	DOYLESTOWN	PA		3484695	50
0418	*	RUTHERFORD	NJ	201	4385300	50
0421	*	VINELAND	NJ	609	6917150	40
0421		DETROIT	MICH	313	3230382	2 10
0422	*	VINELAND	NJ	609	6917150	40
0423	*	LANCASTER	NY	715	6842100	1 45
0424		VILLAS	NJ	609	8867943	1 55
0424	*	VILLAS	NJ	609	8867943	1 55
0425	*	BRONX NYC	NY	212	TA35500	90
0425	*	WATERBURY	CONN	203	7569333	6 40

* DIALED CALL
C COLLECT CALL

CONTD

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PLEASE RETURN THE ENCLOSED CARD WITH YOUR PAYMENT

PLEASE PAY YOUR BILL BY MAIL WITH THE ENCLOSED ENVELOPE

IF YOU PAY IN PERSON PLEASE BRING BOTH THIS BILL AND YOUR CARD

NABCOR INC
BENSON MANOR (101)
JENKINTOWN PA 19046

SERVICE & EQUIPMENT one month in advance ☐ AREA CODE TELEPHONE NUMBER - - AMOUNT DUE
*MESSAGE UNITS - Chargeable to date of bill ( )
ITEMIZED CHARGES (see list opposite)
DIRECTORY ADVERTISING - one month in advance beginning with date of bill
OTHER CHARGES AND CREDITS (explanation enclosed)
TAX FEDERAL STATE
BALANCE FROM LAST BILL (please deduct any amount settled)
*The "PINK PAGES" of your local Directory provide detailed information
TOTAL AMOUNT DUE

LIST OF ITEMIZED CHARGES

DATE OF BILL RAC PAGE 2 AREA CODE TELEPHONE NUMBER 215-885-2075

DATE	⁎/C	PLACE		TEL NO		AMOUNT
0428		HASBRCKHTS	NJ	201	2889840	70
0428	*	QUAKERTOWN	PA		5368600	30
0429	*	QUAKERTOWN	PA		5368600	30
0429		QUEENS NYC	NY	212	HC41341	80
0430	*	YONKERS	NY	914	YO58300	4 00
0430	*	CHALFONT	PA		8223549	20
0501	*	WATERBURY	CONN	203	7569333	1 80
0501	*	WILMINGTON	DEL	302	7747987	65
0502	*	QUAKERTOWN	PA		5368600	30
0502	*	YONKERS	NY	914	YO58300	55
0505	*	YONKERS	NY	914	YO58300	4 45

* DIALED CALL
C COLLECT CALL

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TOTAL AMOUNT DUE

LIST OF ITEMIZED CHARGES

DATE OF BILL RAC PAGE 3 AREA CODE TELEPHONE NUMBER 215-885-2075

DATE	⁎/C	PLACE		TEL NO		AMOUNT
0506		MILWAUKEE	WIS	414	2731384	3 75
0506		HUNTINGTON	CONN	203	9291469	3 65
0507	*	HUNTINGTON	CONN	203	9291469	50
0508		NEW YORK	NY	212	BR95094	80
0512		TRENTON	NJ	609	3961541	1 90
0512	*	HARTFORD	CONN	203	5255344	9 75
0513	*	TRENTON	NJ	609	3961541	25
0514	*	NEW YORK	NY	212	BR95094	90
0515		HARRISBURG	PA	717	2395251	35
0515		QUEENS NYC	NY	212	JA37C71	1 40
0516		MADEIRA	OHIO	513	5614844	4 50

* DIALED CALL
C COLLECT CALL

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E-999

DEFENDANT'S EXH. No. 44Y
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Page 2

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	AREA CODE	TELEPHONE NUMBER	AMOUNT DUE
SERVICE & EQUIPMENT one month in advance	-	-	
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LIST OF ITEMIZED CHARGES

DATE OF BILL RAC PAGE 4 AREA CODE TELEPHONE NUMBER 215-885-207

DATE	* C	PLACE	TEL NO	AMOUNT
0516	*	TRENTON NJ	609 3961541	12
0424	C	NEWYORK NY	6824337	4
0424	C	OSINING NY	9417164	33
0424	C	OSINING NY	9417164	15
0424	C	OSINING NY	9417164	19
0425	C	GRTNECK NY	4826016	36
0501	C	WATRBRY CT	7530000	50
0512	C	ARLING VA	9200000	10
0515	C	HARISBG PA	2365251	19

* DIALED CALL
C COLLECT CALL

CONTD

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SERVICE & EQUIPMENT one month in advance	-	-	
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LIST OF ITEMIZED CHARGES

DATE OF BILL RAC PAGE 5 AREA CODE TELEPHONE NUMBER 215-885-2075

DATE	* C	PLACE	TEL NO	AMOUNT
0513		BERWYN MD	4745596	75
		FROM	PHILA PA	
		CREDIT CARD	215 8852075	
0420		VILLAS NJ	8867943	90
		FROM	PHILA PA	
0420		PHILA PA	4629663	40
		FROM	UN CY NJ	
0423		DETROIT MICH	3423000	150
		FROM	PHILA PA	

* DIALED CALL
C COLLECT CALL

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LIST OF ITEMIZED CHARGES

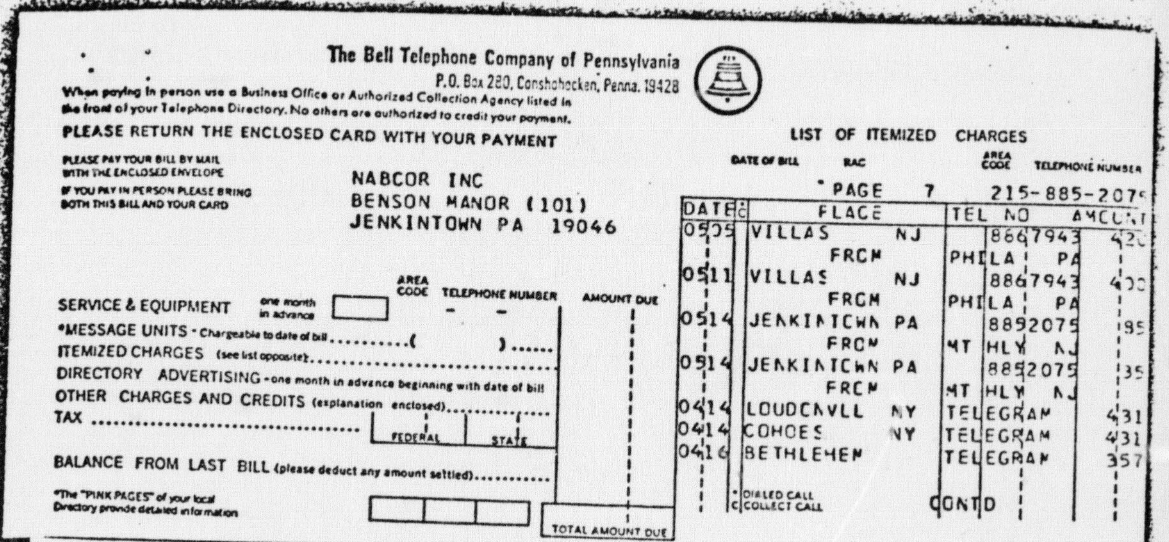
DATE OF BILL RAC PAGE 6 AREA CODE TELEPHONE NUMBER 215-885-2075

DATE	* C	PLACE	TEL NO	AMOUNT
0423		JENKINTOWN PA	8852075	210
		FROM	DET MCH	
0427		VILLAS NJ	8867943	40
		FROM	PHILA PA	
0429		QUEENS NYC NY	5237071	50
		FROM	WOODBG NJ	
0429		JENKINTOWN PA	8852075	250
		FROM	WOODBG NJ	
0429		JENKINTOWN PA	8852075	100
		FROM	FLORLPK NY	

* DIALED CALL
C COLLECT CALL

CONTD

DEFENDANT'S EXH. No. XXY
Marked for ID ______
Rec'd in Evidence ______
Page 3



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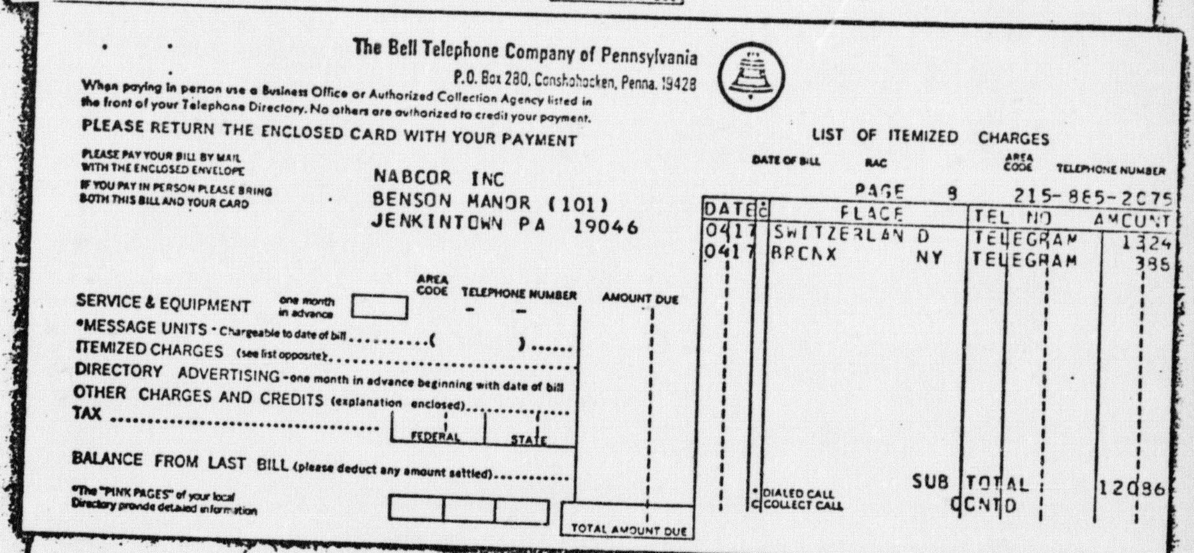
LIST OF ITEMIZED CHARGES

DATE OF BILL	RAC	AREA CODE	TELEPHONE NUMBER
	PAGE 7	215-885-2075	

DATE	* C	PLACE		TEL NO	AMOUNT
0505		VILLAS	NJ	8867943	420
		FRCM		PHILA PA	
0511		VILLAS	NJ	8867943	400
		FRCM		PHILA PA	
0514		JENKINTCWN	PA	8852075	95
		FRCM		MT HLY NJ	
0514		JENKINTCWN	PA	8852075	35
		FRCM		MT HLY NJ	
0414		LOUDCNVLL	NY	TELEGRAM	431
0414		COHOES	NY	TELEGRAM	431
0416		BETHLEHEM		TELEGRAM	357

* DIALED CALL
C COLLECT CALL

CONTD



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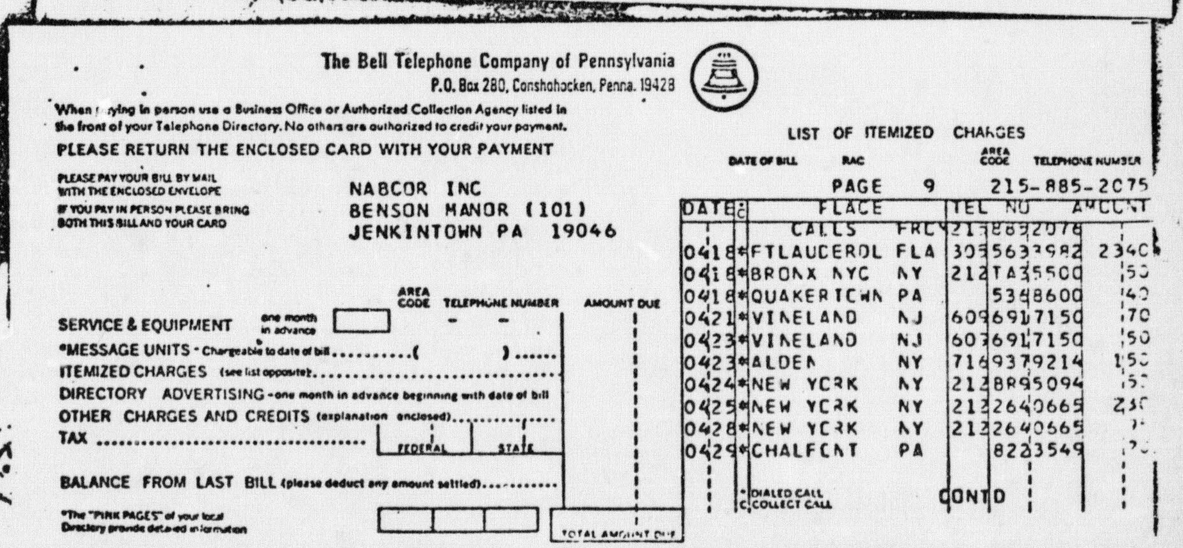
LIST OF ITEMIZED CHARGES

DATE OF BILL	RAC	AREA CODE	TELEPHONE NUMBER
	PAGE 9	215-885-2075	

DATE	* C	PLACE		TEL NO	AMOUNT
0417		SWITZERLAND		TELEGRAM	1324
0417		BRCNX	NY	TELEGRAM	385
			SUB	TOTAL	12086

* DIALED CALL
C COLLECT CALL

CONTD



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DATE OF BILL	RAC	AREA CODE	TELEPHONE NUMBER
	PAGE 9	215-885-2075	

DATE	* C	PLACE		TEL NO	AMOUNT
		CALLS	FRCM	21[illegible] 8892078	
0418	*	FTLAUCERDL	FLA	305 5633982	2340
0418	*	BRONX NYC	NY	212 TA35500	50
0418	*	QUAKERTCWN	PA	5348600	40
0421	*	VINELAND	NJ	609 6917150	70
0423	*	VINELAND	NJ	609 6917150	50
0423	*	ALDEN	NY	716 9379214	150
0424	*	NEW YCRK	NY	212 BR95094	55
0425	*	NEW YCRK	NY	212 2640665	250
0428	*	NEW YCRK	NY	212 2640665	[illegible]
0429	*	CHALFCNT	PA	8223549	[illegible]

* DIALED CALL
C COLLECT CALL

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LIST OF ITEMIZED CHARGES

DATE OF BILL RAC AREA CODE TELEPHONE NUMBER

PAGE 10 215-885-2075

DATE	* C	PLACE		TEL NO	AMOUNT
		CALLS FROM		2158852076	
0430	*	WATERBURY	CONN	2037569333	1 25
0430	*	QUAKERTOWN	PA	5363600	1 7
0501	*	WATERBURY	CONN	2037569333	2 00
0502	*	NEW YORK	NY	2122640665	1 10
0502	*	WASHINGTON	DC	202CA43121	3 60
0502	*	LANCASTER	NY	7166942100	4 00
0505	*	RUTHERFORD	NJ	2014385300	50
0505	*	RUTHERFORD	NJ	2014385300	1 25
0505	*	QUAKERTOWN	PA	5368600	40
0505	*	QUAKERTOWN	PA	5368600	30
0505	*	QUAKERTOWN	PA	5368600	30

* DIALED CALL
C COLLECT CALL

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DATE OF BILL RAC AREA CODE TELEPHONE NUMBER

PAGE 11 215-885-2075

DATE	* C	PLACE		TEL NO	AMOUNT
		CALLS FROM		2158852076	
0506	*	WASHINGTON	DC	202DI79660	4 60
0506	*	QUAKERTOWN	PA	5368600	30
0506	*	NEW YORK	NY	2129564000	1 10
0507	*	DOYLESTOWN	PA	3494655	20
0508		WILLIAMSVL	NY	7166347269	1 70
0508	*	YONKERS	NY	914YO59300	35
0508	*	NEW YORK	NY	212BR95094	50
0508	*	HADDONFLD	NJ	6094257305	20
0512	*	BETHESDA	MD	3016578148	2 05
0512	*	QUAKERTOWN	PA	5368600	30
0513	*	VINELAND	NJ	6096917150	40

* DIALED CALL
C COLLECT CALL

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DATE OF BILL RAC AREA CODE TELEPHONE NUMBER

PAGE 12 215-885-2075

DATE	* C	PLACE		TEL NO	AMOUNT
		CALLS FROM		2158852076	
0514	*	DOYLESTOWN	PA	3488144	20
0515	*	BETHESDA	MD	3016578148	35
0516	*	ATLNTIC CY	NJ	6093457085	90
0516	*	COVINGTON	KY	6063313496	1 50
0516	*	WASHINGTON	DC	2022236200	85
			SUB	TOTAL	63 85

* DIALED CALL
C COLLECT CALL

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LIST OF ITEMIZED CHARGES

DATE OF BILL | RAC | AREA CODE | TELEPHONE NUMBER
PAGE 13 | 215-885-207

DATE	*C	PLACE		TEL NO		AMOUNT
		CALLS	FROM	215	8852077	
0418	*	MIAMI	FLA	305	7594571	1[illegible]
0418	*	W CHESTER	PA		6924066	[illegible]
0421	*	VINELAND	NJ	609	6917150	[illegible]
0421	*	COVINGTON	KY	606	5814535	[illegible]
0421	*	DETROIT	MICH	313	3230382	1[illegible]
0421	*	WILMINGTON	DEL	302	6556722	[illegible]
0428	*	NEW YORK	NY	212	2640669	11[illegible]
0428	*	HUNTINGTON	CONN	203	9291469	47[illegible]
0430	*	NEW YORK	NY	212	HR95054	10[illegible]
0430	*	VILLAS	NJ	609	8867943	23[illegible]

* DIALED CALL
C COLLECT CALL

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DATE OF BILL | RAC | AREA CODE | TELEPHONE NUMBER
PAGE 14 | 215-885-2075

DATE	*C	PLACE		TEL NO		AMOUNT
		CALLS	FROM	215	8852077	
0430	*	VINELAND	NJ	609	6917150	4[illegible]
0501	*	HARTFORD	CONN	203	5241727	121[illegible]
0501	*	QUAKERTOWN	PA		5368600	40
0502	*	TUSCALOOSA	ALA	205	5537359	130
0502	*	YONKERS	NY	914	YO54300	600
0502	*	VINELAND	NJ	609	6917150	10[illegible]
0505	*	QUAKERTOWN	PA		5368600	35
0505	*	MERCHANTVL	NJ	609	6656400	20
0506	*	HUNTINGTON	CONN	203	9291469	400
0506	*	RUTHERFORD	NJ	201	4385300	65
0506	*	RUTHERFORD	NJ	201	4385300	65

* DIALED CALL
C COLLECT CALL

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BALANCE FROM LAST BILL (please deduct any amount settled)			
			TOTAL AMOUNT DUE

*The "PINK PAGES" of your local Directory provide detailed information

LIST OF ITEMIZED CHARGES

DATE OF BILL | RAC | AREA CODE | TELEPHONE NUMBER
PAGE 15 | 215-885-2075

DATE	*C	PLACE		TEL NO		AMOUNT
		CALLS	FROM	215	8852077	
0509	*	DOYLESTOWN	PA		3494659	150
0509	*	TUSCALOOSA	ALA	205	7589149	[illegible]
0509	*	TUSCALOOSA	ALA	205	7585[illegible]	90
0509	*	WASHINGTON	DC	202	2236200	265
0509	*	PITTSBURGH	PA	412	2631201	90
0512	*	YONKERS	NY	914	YO54300	700
0512	*	YONKERS	NY	914	YO54300	75
0513	*	NEW YORK	NY	212	2640669	124
0513	*	DOYLESTOWN	PA		3488144	[illegible]
0514	*	WASHINGTON	DC	202	LI35000	1[illegible]
0515	*	HARRISBURG	PA	717	2385251	175

* DIALED CALL
C COLLECT CALL

CONT'D

DEFENDANT'S EXH. No. 999
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Rec'd in Evidence
Page 6

The Bell Telephone Company of Pennsylvania
P.O. Box 280, Conshohocken, Penna. 19428

When paying in person use a Business Office or Authorized Collection Agency listed in the front of your Telephone Directory. No others are authorized to credit your payment.

PLEASE RETURN THE ENCLOSED CARD WITH YOUR PAYMENT

PLEASE PAY YOUR BILL BY MAIL WITH THE ENCLOSED ENVELOPE
IF YOU PAY IN PERSON PLEASE BRING BOTH THIS BILL AND YOUR CARD

NABCOR INC
BENSON MANOR (101)
JENKINTOWN PA 19046

		AREA CODE	TELEPHONE NUMBER	AMOUNT DUE
SERVICE & EQUIPMENT	one month in advance		- -	
*MESSAGE UNITS - Chargeable to date of bill ( )				
ITEMIZED CHARGES (see list opposite)				
DIRECTORY ADVERTISING - one month in advance beginning with date of bill				
OTHER CHARGES AND CREDITS (explanation enclosed)				
TAX		FEDERAL	STATE	
BALANCE FROM LAST BILL (please deduct any amount settled)				
				TOTAL AMOUNT DUE

*The "PINK PAGES" of your local Directory provide detailed information

LIST OF ITEMIZED CHARGES

DATE OF BILL | RAC | AREA CODE | TELEPHONE NUMBER

PAGE 16 215-885-2075

DATE	*C	PLACE		TEL NO	AMOUNT
		CALLS FROM		2158852077	
0915	*	VINELAND	NJ	6096917150	40
0515	*	VINELAND	NJ	6096917150	50
0915	*	YONKERS	NY	914YO58300	55
0915	*	WASHINGTON	DC	202CA45175	100
0516	*	ADDYSTON	OHIO	5139412049	475
			SUB	TOTAL	8940
				CONTD	

* DIALED CALL
C COLLECT CALL

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NABCOR INC
BENSON MANOR (101)
JENKINTOWN PA 19046

		AREA CODE	TELEPHONE NUMBER	AMOUNT DUE
SERVICE & EQUIPMENT	one month in advance		- -	
*MESSAGE UNITS - Chargeable to date of bill ( )				
ITEMIZED CHARGES (see list opposite)				
DIRECTORY ADVERTISING - one month in advance beginning with date of bill				
OTHER CHARGES AND CREDITS (explanation enclosed)				
TAX		FEDERAL	STATE	
BALANCE FROM LAST BILL (please deduct any amount settled)				
				TOTAL AMOUNT DUE

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LIST OF ITEMIZED CHARGES

DATE OF BILL | RAC | AREA CODE | TELEPHONE NUMBER

PAGE 17 215-885-2075

DATE	*C	PLACE		TEL NO	AMOUNT
		CALLS	FROM	215WA76331	
0416		COVINGTON	KY	6065814535	870
0416	*	BRONX NYC	NY	2125629212	200
0416	*	SCHENCTADY	NY	5183723921	310
0416	*	DETROIT	MICH	3133230382	180
0422	*	DETROIT	MICH	3133423000	200
0429	*	MOORESTOWN	NJ	6092355695	195
0429	*	CHALFONT	PA	8223549	25
0429		CHALFONT	PA	8223529	25
			SUB	TOTAL	2005
				TOTAL	29316

* DIALED CALL
C COLLECT CALL

E-1004

JUNE 69

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Pd 9/3/69
#4350

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NABCOR INC
BENSON MANOR (101)
JENKINTOWN PA 19046

		AREA CODE TELEPHONE NUMBER	AMOUNT DUE
SERVICE & EQUIPMENT	one month in advance	415 215-885-2075	62 25
*MESSAGE UNITS - Chargeable to date of bill		(581)	26 15
ITEMIZED CHARGES (see list opposite)			167 49
DIRECTORY ADVERTISING - one month in advance beginning with date of bill			
OTHER CHARGES AND CREDITS (explanation enclosed)			11 00
TAX		FEDERAL 2292 STATE 793	30 75
BALANCE FROM LAST BILL (please deduct any amount settled)			~~866 92~~ 297 64
*The "PINK PAGES" of your local Directory provide detailed information		000 000 XXXXZ	~~1164 55~~ TOTAL AMOUNT DUE

LIST OF ITEMIZED CHARGES

DATE OF BILL JUN 18 69 RAC 043 415 * AREA CODE TELEPHONE NUMB 215-885-20

DATE	*C	PLACE		TEL NO		AMOU
		TOLL CALLS AND TELEGRAMS				
0520	*	YONKERS	NY	914	YO58300	
0520		HARRISBURG	PA	717	2345021	1
0521		CINCINNATI	OHIO	513	7210947	1
0521	*	RUTHERFORD	NJ	201	4395300	
0522	*	QUAKERTOWN	PA		5358600	
0522	*	NEW YORK	NY	212	MU63700	
0523	*	WILDWOOD	NJ	609	5221475	
0523	*	DOYLESTOWN	PA		3488118	
0525	*	DOYLESTOWN	PA		3484695	
0525	*	W CHESTER	PA		6954314	1
0525	*	W CHESTER	PA		6954011	

* DIALED CALL
C COLLECT CALL

CONTD

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NABCOR INC
BENSON MANOR (101)
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		AREA CODE TELEPHONE NUMBER	AMOUNT DUE
SERVICE & EQUIPMENT	one month in advance	- -	
*MESSAGE UNITS - Chargeable to date of bill		( )	
ITEMIZED CHARGES (see list opposite)			
DIRECTORY ADVERTISING - one month in advance beginning with date of bill			
OTHER CHARGES AND CREDITS (explanation enclosed)			
TAX		FEDERAL STATE	
BALANCE FROM LAST BILL (please deduct any amount settled)			
*The "PINK PAGES" of your local Directory provide detailed information			TOTAL AMOUNT DUE

LIST OF ITEMIZED CHARGES

DATE OF BILL RAC PAGE 2 AREA CODE TELEPHONE NUMB 215-885-20

DATE	*C	PLACE		TEL NO		AMOU
0526	*	YONKERS	NY	914	YO58300	1
0527		NEW YORK	NY	212	CO57200	
0527	*	RIVERTON	NJ	609	8299810	
0528	*	YONKERS	NY	914	YO58300	
0528	*	NEW YORK	NY	212	CO57200	
0528		CHICAGO	ILL	312	ST21800	3
0528	*	MALDEN	MASS	617	3212300	1
0529	*	WILDWOOD	NJ	609	5221475	
0529	*	TRENTON	NJ	609	3961541	
0529	*	RUTHERFORD	NJ	201	4396300	2
0529	*	YONKERS	NY	914	YO58300	

* DIALED CALL
C COLLECT CALL

CONTD

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		AREA CODE TELEPHONE NUMBER	AMOUNT DUE
SERVICE & EQUIPMENT	one month in advance	- -	
*MESSAGE UNITS - Chargeable to date of bill		( )	
ITEMIZED CHARGES (see list opposite)			
DIRECTORY ADVERTISING - one month in advance beginning with date of bill			
OTHER CHARGES AND CREDITS (explanation enclosed)			
TAX		FEDERAL STATE	
BALANCE FROM LAST BILL (please deduct any amount settled)			
*The "PINK PAGES" of your local Directory provide detailed information			TOTAL AMOUNT DUE

LIST OF ITEMIZED CHARGES

DATE OF BILL RAC PAGE 3 AREA CODE TELEPHONE NUMB 215-885-20

DATE	*C	PLACE		TEL NO		AMOU
0529		PERKASIE	PA		2573621	
0603	*	MOUNTHOLLY	NJ	609	2670700	
0604		YONKERS	NY	914	YO59300	
0604	*	QUAKERTOWN	PA		5369600	
0605	*	NEW YORK	NY	212	MU63700	
0605	*	MOUNTHOLLY	NJ	609	2670700	
0605	*	VINELAND	NJ	609	6917150	
0605	*	MOUNTHOLLY	NJ	609	2670700	
0605		LAKE ORION	MICH	313	6933311	6
0606	*	DOYLESTOWN	PA		3488118	
0606	*	YARDLEY	PA		4933346	1

* DIALED CALL
C COLLECT CALL

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NABCOR INC
BENSON MANOR (101)
JENKINTOWN PA 19046

AREA CODE — TELEPHONE NUMBER — AMOUNT DUE
SERVICE & EQUIPMENT one month in advance ☐
*MESSAGE UNITS - Chargeable to date of bill ....( ) ......
ITEMIZED CHARGES (see list opposite) ....
DIRECTORY ADVERTISING - one month in advance beginning with date of bill
OTHER CHARGES AND CREDITS (explanation enclosed) ....
TAX .... FEDERAL STATE
BALANCE FROM LAST BILL (please deduct any amount settled) ....
*The "PINK PAGES" of your local Directory provide detailed information
TOTAL AMOUNT DUE

LIST OF ITEMIZED CHARGES

DATE OF BILL — RAC — AREA CODE — TELEPHONE NUMB
PAGE 4 — 215-885-20

DATE	* C	PLACE		TEL NO		AMOU
0609		QUEENS NYC	NY	212	JA37071	
0609	*	YONKERS	NY	914	YO58300	1
0609	*	NEW YORK	NY	212	PL34500	
0609	*	NEW YORK	NY	212	PL34500	
0610	*	LANSDALE	PA		8559608	
0613	*	YONKERS	NY	914	YO58300	4
0613	*	RUTHERFORD	NJ	201	4395300	
0613	*	RUTHERFORD	NJ	201	4395300	
0613		NEW YORK	NY	212	CH20130	
0613	*	QUAKERTOWN	PA		5369600	
0613	*	QUAKERTOWN	PA		5369600	

* DIALED CALL
C COLLECT CALL

CONTD

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JENKINTOWN PA 19046

AREA CODE — TELEPHONE NUMBER — AMOUNT DUE
SERVICE & EQUIPMENT one month in advance ☐
*MESSAGE UNITS - Chargeable to date of bill ....( ) ......
ITEMIZED CHARGES (see list opposite) ....
DIRECTORY ADVERTISING - one month in advance beginning with date of bill
OTHER CHARGES AND CREDITS (explanation enclosed) ....
TAX .... FEDERAL STATE
BALANCE FROM LAST BILL (please deduct any amount settled) ....
*The "PINK PAGES" of your local Directory provide detailed information
TOTAL AMOUNT DUE

LIST OF ITEMIZED CHARGES

DATE OF BILL — RAC — AREA CODE — TELEPHONE NUMB
PAGE 5 — 215-885-20

DATE	* C	PLACE		TEL NO		AMOU
0616		NEW YORK	NY	212	JU57000	1
0616	*	YONKERS	NY	914	YO86609	1
0616	*	QUEENS NYC	NY	212	JA37071	1
0617	*	RUTHERFORD	NJ	201	4395300	
0617	*	YONKERS	NY	914	YO86609	1
0519	C	W CHSTR	PA	FROM	COIN	1
0520	C	WILDWD	NJ	FROM	COIN	3
0605	C	ELIZ	NJ	FROM	COIN	3
0605	C	UNION	NJ		6857655	1
0612	C	WESTWN	PA	FROM	COIN	

* DIALED CALL
C COLLECT CALL

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BENSON MANOR (101)
JENKINTOWN PA 19046

AREA CODE — TELEPHONE NUMBER — AMOUNT DUE
SERVICE & EQUIPMENT one month in advance ☐
*MESSAGE UNITS - Chargeable to date of bill ....( ) ......
ITEMIZED CHARGES (see list opposite) ....
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OTHER CHARGES AND CREDITS (explanation enclosed) ....
TAX .... FEDERAL STATE
BALANCE FROM LAST BILL (please deduct any amount settled) ....
*The "PINK PAGES" of your local Directory provide detailed information
TOTAL AMOUNT DUE

LIST OF ITEMIZED CHARGES

DATE OF BILL — RAC — AREA CODE — TELEPHONE NUMB
PAGE 6 — 215-885-20

DATE	* C	PLACE		TEL NO		AMOU
		CREDIT	CARD	215	8852075	
0526		VILLAS	NJ		8867943	
		FROM		PHILA	PA	
0527		JENKINTOWN	PA		8852075	1
		FROM		WASH	DC	
0531		PHILA	PA		HO29663	
		FROM		WARNGTN	PA	
0611		JENKINTOWN	PA		8852075	2
		FROM		NEWYORK	NY	

* DIALED CALL
C COLLECT CALL

CONTD

DEFENDANT'S EXH. No. 444
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E-1006

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NABCOR INC
BENSON MANOR (101)
JENKINTOWN PA 19046

		AREA CODE	TELEPHONE NUMBER	AMOUNT DUE
SERVICE & EQUIPMENT	one month in advance		- -	
*MESSAGE UNITS - Chargeable to date of bill	( )			
ITEMIZED CHARGES (see list opposite)				
DIRECTORY ADVERTISING - one month in advance beginning with date of bill				
OTHER CHARGES AND CREDITS (explanation enclosed)				
TAX	FEDERAL		STATE	
BALANCE FROM LAST BILL (please deduct any amount settled)				
				TOTAL AMOUNT DUE

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LIST OF ITEMIZED CHARGES

DATE OF BILL	RAC		AREA CODE	TELEPHONE NUMBER
	PAGE	7	215-	885-20

DATE	C	PLACE		TEL NO	AMOU
0611		PHILA	PA	9275331	
		FROM		NEW YORK NY	
0611		ROCKVILLE	MD	7622095	3
		FROM		NEW YORK NY	
0611		PHILA	PA	4657499	1
		FROM		NEW YORK NY	
0612		JENKINTOWN	PA	8852075	3
		FROM		NEW YORK NY	
0616		QUEENS NYC	NY	5237071	
		FROM		PHILA PA	
				CONTD	

* DIALED CALL
C COLLECT CALL

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NABCOR INC
BENSON MANOR (101)
JENKINTOWN PA 19046

		AREA CODE	TELEPHONE NUMBER	AMOUNT DUE
SERVICE & EQUIPMENT	one month in advance		- -	
*MESSAGE UNITS - Chargeable to date of bill	( )			
ITEMIZED CHARGES (see list opposite)				
DIRECTORY ADVERTISING - one month in advance beginning with date of bill				
OTHER CHARGES AND CREDITS (explanation enclosed)				
TAX	FEDERAL		STATE	
BALANCE FROM LAST BILL (please deduct any amount settled)				
				TOTAL AMOUNT DUE

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LIST OF ITEMIZED CHARGES

DATE OF BILL	RAC		AREA CODE	TELEPHONE NUMBER
	PAGE	8	215-	885-20

DATE	C	PLACE		TEL NO	AMOU
0615		VILLAS	NJ	8847943	
		FROM		PHILA PA	
0417		SWITZRLND		TELEGRAM	13
		SUB		TOTAL	88
				CONTD	

* DIALED CALL
C COLLECT CALL

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NABCOR INC
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JENKINTOWN PA 19046

		AREA CODE	TELEPHONE NUMBER	AMOUNT DUE
SERVICE & EQUIPMENT	one month in advance		- -	
*MESSAGE UNITS - Chargeable to date of bill	( )			
ITEMIZED CHARGES (see list opposite)				
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LIST OF ITEMIZED CHARGES

DATE OF BILL	RAC		AREA CODE	TELEPHONE NUMBER
	PAGE	9	215-	885-20

DATE	C	PLACE		TEL NO	AMOU
		CALLS	FROM	215 8852076	
0519	*	HARRISBURG	PA	717 2345021	
0520	*	WILDWOOD	NJ	609 5221475	
0520	*	SCARSDALE	NY	914 SC54200	
0520	*	BRONX NYC	NY	212 CY50340	
0520	*	NEW YORK	NY	212 5591000	
0520	*	DOYLESTOWN	PA	3488118	
0521	*	MARLTON	NJ	609 9834949	1
0521	*	WILLINGBRO	NJ	609 8779200	1
0521	*	VINELAND	NJ	609 6911750	
0521	*	BETHESDA	MD	301 6578148	
				CONTD	

* DIALED CALL
C COLLECT CALL

DEFENDANT'S EXH. No. 999
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Page 10

The Bell Telephone Company of Pennsylvania
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AREA CODE — TELEPHONE NUMBER — AMOUNT DUE

SERVICE & EQUIPMENT one month in advance ☐ - -
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TAX .... FEDERAL STATE
BALANCE FROM LAST BILL (please deduct any amount settled)..........

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TOTAL AMOUNT DUE

LIST OF ITEMIZED CHARGES

DATE OF BILL — RAC — AREA CODE — TELEPHONE NUM

PAGE 10 — 215-885-20

DATE	*C	PLACE		TEL NO		AMOU
		CALLS FROM		215	8852076	
0521	*	BETHESDA	MD	301	6578148	1
0521	*	WASHINGTON	DC	202	CA43121	1
0521	*	W CHESTER	PA		6964011	
0521	*	DOYLESTOWN	PA		3483118	
0521	*	QUAKERTOWN	PA		5368600	
0523	*	PITTSBURGH	PA	412	2631201	1
0526	*	COLLINGSWD	NJ	609	8541393	
0527	*	NEW YORK	NY	212	CO57200	1
0527	*	NEW YORK	NY	212	CO57200	
0527	*	WASHINGTON	DC	202	CA45175	4
0528	*	WASHINGTON	DC	202	CA45175	4

* DIALED CALL
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TAX .... FEDERAL STATE
BALANCE FROM LAST BILL (please deduct any amount settled)..........

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TOTAL AMOUNT DUE

LIST OF ITEMIZED CHARGES

DATE OF BILL — RAC — AREA CODE — TELEPHONE NUM

PAGE 11 — 215-885-20

DATE	*C	PLACE		TEL NO		AMOU
		CALLS FROM		215	8852076	
0529	*	MALDEN	MASS	617	3212300	1
0529	*	WILDWOOD	NJ	609	5221475	
0529	*	MOUNTHOLLY	NJ	609	2670700	
0602	*	TRENTON	NJ	609	3961541	
0603	*	YONKERS	NY	914	YO58300	1
0603	*	YONKERS	NY	914	YO58300	
0603	*	MOUNTHOLLY	NJ	609	2670700	
0605	*	YONKERS	NY	914	YO58300	
0605	*	YONKERS	NY	914	YO58300	1
0606	*	YARDLEY	PA		4933346	
0609	*	NEW YORK	NY	212	2640665	

* DIALED CALL
C COLLECT CALL

CONTD

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BENSON MANOR (101)
JENKINTOWN PA 19046

AREA CODE — TELEPHONE NUMBER — AMOUNT DUE

SERVICE & EQUIPMENT one month in advance ☐ - -
*MESSAGE UNITS - Chargeable to date of bill..........( )......
ITEMIZED CHARGES (see list opposite)........
DIRECTORY ADVERTISING - one month in advance beginning with date of bill
OTHER CHARGES AND CREDITS (explanation enclosed)........
TAX .... FEDERAL STATE
BALANCE FROM LAST BILL (please deduct any amount settled)..........

*The "PINK PAGES" of your local Directory provide detailed information

TOTAL AMOUNT DUE

LIST OF ITEMIZED CHARGES

DATE OF BILL — RAC — AREA CODE — TELEPHONE NUM

PAGE 12 — 215-885-20

DATE	*C	PLACE		TEL NO		AMOU
		CALLS FROM		215	8852076	
0609	*	CHALFONT	PA		8223549	
0609	*	QUAKERTOWN	PA		5369600	
0609	*	ALDEN	NY	716	9379214	
0609	*	TRENTON	NJ	609	3961541	
0610	*	SCARSDALE	NY	914	SC54200	3
0610	*	DOYLESTOWN	PA		3498118	
0610	*	BETHLEHEM	PA		8658070	1
0611	*	WILLINGBO	NJ	609	8771280	
0612	*	RUTHERFORD	NJ	201	4395300	
0612	*	MOUNTHOLLY	NJ	609	2670700	
0616	*	CHALFONT	PA		8223549	

* DIALED CALL
C COLLECT CALL

CONTD

E-1008

DEFENDANT'S EXH. No. 999
Marked for ID ____
Rec'd in Evidence ____
Page 11

The Bell Telephone Company of Pennsylvania
P.O. Box 280, Conshohocken, Penna. 19428

When paying in person use a Business Office or Authorized Collection Agency listed in the front of your Telephone Directory. No others are authorized to credit your payment.

PLEASE RETURN THE ENCLOSED CARD WITH YOUR PAYMENT

PLEASE PAY YOUR BILL BY MAIL WITH THE ENCLOSED ENVELOPE
IF YOU PAY IN PERSON PLEASE BRING BOTH THIS BILL AND YOUR CARD

NABCOR INC
BENSON MANOR (101)
JENKINTOWN PA 19046

SERVICE & EQUIPMENT one month in advance — AREA CODE — TELEPHONE NUMBER — AMOUNT DUE
*MESSAGE UNITS - Chargeable to date of bill ( )
ITEMIZED CHARGES (see list opposite)
DIRECTORY ADVERTISING - one month in advance beginning with date of bill
OTHER CHARGES AND CREDITS (explanation enclosed)
TAX — FEDERAL — STATE
BALANCE FROM LAST BILL (please deduct any amount settled)
"The "PINK PAGES" of your local Directory provide detailed information
TOTAL AMOUNT DUE

LIST OF ITEMIZED CHARGES

DATE OF BILL — RAC — AREA CODE — TELEPHONE NUMB

PAGE 13 — 215-885-207

DATE	*/C	PLACE		TEL NO	AMOU
		CALLS FROM		215 8852076	
0617	*	QUAKERTOWN	PA	5368600	
		SUB TOTAL			38
		CONTD			

* DIALED CALL
C COLLECT CALL

The Bell Telephone Company of Pennsylvania
P.O. Box 280, Conshohocken, Penna. 19428

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NABCOR INC
BENSON MANOR (101)
JENKINTOWN PA 19046

SERVICE & EQUIPMENT one month in advance — AREA CODE — TELEPHONE NUMBER — AMOUNT DUE
*MESSAGE UNITS - Chargeable to date of bill ( )
ITEMIZED CHARGES (see list opposite)
DIRECTORY ADVERTISING - one month in advance beginning with date of bill
OTHER CHARGES AND CREDITS (explanation enclosed)
TAX — FEDERAL — STATE
BALANCE FROM LAST BILL (please deduct any amount settled)
"The "PINK PAGES" of your local Directory provide detailed information
TOTAL AMOUNT DUE

LIST OF ITEMIZED CHARGES

DATE OF BILL — RAC — AREA CODE — TELEPHONE NUMB

PAGE 14 — 215-885-207

DATE	*/C	PLACE		TEL NO	AMOU
		CALLS FROM		215 8852077	
0520	*	WASHINGTON	DC	202 LI36000	
0520	*	RIVERTON	NJ	609 8292050	
0521	*	WILDWOOD	NJ	609 5221475	
0526	*	WASHINGTON	DC	202 LI36000	2
0526	*	WASHINGTON	DC	202 LI35000	2
0527	*	PITTSBURGH	PA	412 6612300	3
0527	*	PITTSBURGH	PA	412 2631201	1
0527	*	YONKERS	NY	914 YO58300	2
0528	*	CHALFONT	PA	8220531	
0528		WATERBURY	CONN	203 7553184	1
		CONTD			

* DIALED CALL
C COLLECT CALL

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P.O. Box 280, Conshohocken, Penna. 19428

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NABCOR INC
BENSON MANOR (101)
JENKINTOWN PA 19046

SERVICE & EQUIPMENT one month in advance — AREA CODE — TELEPHONE NUMBER — AMOUNT DUE
*MESSAGE UNITS - Chargeable to date of bill ( )
ITEMIZED CHARGES (see list opposite)
DIRECTORY ADVERTISING - one month in advance beginning with date of bill
OTHER CHARGES AND CREDITS (explanation enclosed)
TAX — FEDERAL — STATE
BALANCE FROM LAST BILL (please deduct any amount settled)
"The "PINK PAGES" of your local Directory provide detailed information
TOTAL AMOUNT DUE

LIST OF ITEMIZED CHARGES

DATE OF BILL — RAC — AREA CODE — TELEPHONE NUMB

PAGE 15 — 215-885-207

DATE	*/C	PLACE		TEL NO	AMOU
		CALLS FROM		215 8852077	
0523	*	DOYLESTOWN	PA	3483118	
0602	*	TRENTON	NJ	609 3961541	
0602	*	YONKERS	NY	914 YO59300	
0604		QUEENS NYC	NY	212 JA37071	2
0604	*	QUEENS NYC	NY	212 JA37071	
0606	*	NEW YORK	NY	212 9564047	
0609		YONKERS	NY	914 YO58300	
0609	*	NEW YORK	NY	212 JU67000	2
0609	*	YONKERS	NY	914 YO58300	
0609	*	YONKERS	NY	914 YO58300	1
0609	*	ALDEN	NY	716 9379214	
		CONTD			

* DIALED CALL
C COLLECT CALL

DEFENDANT'S EXH. No. [illegible]
Marked for ID
Rec'd in Evidence
Page 12

The Bell Telephone Company of Pennsylvania
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NABCOR INC
BENSON MANOR (101)
JENKINTOWN PA 19046

		AREA CODE	TELEPHONE NUMBER	AMOUNT DUE
SERVICE & EQUIPMENT	one month in advance		- -	
*MESSAGE UNITS - Chargeable to date of bill ....( )				
ITEMIZED CHARGES (see list opposite)				
DIRECTORY ADVERTISING - one month in advance beginning with date of bill				
OTHER CHARGES AND CREDITS (explanation enclosed)				
TAX		FEDERAL	STATE	
BALANCE FROM LAST BILL (please deduct any amount settled)				
				TOTAL AMOUNT DUE

*The "PINK PAGES" of your local Directory provide detailed information

LIST OF ITEMIZED CHARGES

DATE OF BILL RAC AREA CODE TELEPHONE NUMB
PAGE 16 215-885-20

DATE	* C	PLACE		TEL NO	AMOU
		CALLS FROM		215 885 2077	
0609	*	NEW YORK	NY	212 PL9 3000	
0609	*	NEW YORK	NY	212 MU9 3700	
0609	*	NEW YORK	NY	212 PE6 5000	
0609	*	NEW YORK	NY	212 LT1 3300	
0609	*	NEW YORK	NY	212 LT1 1000	
0610	*	RUTHERFORD	NJ	201 438 5300	1
0610	*	LANSDALE	PA	855 9608	
0610	*	MOUNTHOLLY	NJ	609 267 0700	
0610	*	MOUNTHOLLY	NJ	609 267 7234	
0612	*	VINELAND	NJ	609 691 7150	
0613	*	MOUNTHOLLY	NJ	609 267 7234	
				CONTD	

* DIALED CALL
C COLLECT CALL

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BENSON MANOR (101)
JENKINTOWN PA 19046

		AREA CODE	TELEPHONE NUMBER	AMOUNT DUE
SERVICE & EQUIPMENT	one month in advance		- -	
*MESSAGE UNITS - Chargeable to date of bill ....( )				
ITEMIZED CHARGES (see list opposite)				
DIRECTORY ADVERTISING - one month in advance beginning with date of bill				
OTHER CHARGES AND CREDITS (explanation enclosed)				
TAX		FEDERAL	STATE	
BALANCE FROM LAST BILL (please deduct any amount settled)				
				TOTAL AMOUNT DUE

*The "PINK PAGES" of your local Directory provide detailed information

LIST OF ITEMIZED CHARGES

DATE OF BILL RAC AREA CODE TELEPHONE NUMB
PAGE 17 215-885-20

DATE	* C	PLACE		TEL NO	AMOU
		CALLS FROM		215 885 2077	
0613	*	MOUNTHOLLY	NJ	609 267 0700	
0613	*	VINELAND	NJ	609 691 7150	2
0613	*	RUTHERFORD	NJ	201 438 5300	
0613	*	RUTHERFORD	NJ	201 438 5300	
0613	*	NEW YORK	NY	212 CO5 5950	
0613	*	DOYLESTOWN	PA	348 9118	
0616	*	QUEENS NYC	NY	212 JA3 7071	
0617	*	QUAKERTOWN	PA	536 3600	
0617	*	MOUNTHOLLY	NJ	609 267 0700	
		SUB		TOTAL	39
				CONTD	

* DIALED CALL
C COLLECT CALL

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NABCOR INC
BENSON MANOR (101)
JENKINTOWN PA 19046

		AREA CODE	TELEPHONE NUMBER	AMOUNT DUE
SERVICE & EQUIPMENT	one month in advance		- -	
*MESSAGE UNITS - Chargeable to date of bill ....( )				
ITEMIZED CHARGES (see list opposite)				
DIRECTORY ADVERTISING - one month in advance beginning with date of bill				
OTHER CHARGES AND CREDITS (explanation enclosed)				
TAX		FEDERAL	STATE	
BALANCE FROM LAST BILL (please deduct any amount settled)				
				TOTAL AMOUNT DUE

*The "PINK PAGES" of your local Directory provide detailed information

LIST OF ITEMIZED CHARGES

DATE OF BILL RAC AREA CODE TELEPHONE NUMB
PAGE 18 215-885-20

DATE	* C	PLACE		TEL NO	AMOU
		CALLS FROM		215 WA7 6331	
0527	*	WASHINGTON	DC	202 224 5175	1
		SUB		TOTAL	1
				TOTAL	167

* DIALED CALL
C COLLECT CALL

E-1010

DEFENDANT'S EXH. No. XXY
Marke r ID ______
Rec'd in Evidence ______
Page 13

EXPLANATION OF "OTHER CHARGES AND CREDITS" APPEARING ON THE ENCLOSED BILL

BILL DATE

JUN 18 69 415 215-885-2075

	MONTHLY RATE	* PERIOD FROM	THROUGH	CHARGE OR CREDIT
INTEREST ON DEPOSIT AT 6%		JUN 6	JUN 6	9 00
2 ITEM(S) OF EQUIPMENT MOVED ON MAY 20				20 00
TOTAL CARRIED TO BILL EXCLUDING TAXES				11 0

*THE CHARGE OR CREDIT BEGINS ON THE DAY FOLLOWING THE DATE IN THE "FROM" COLUMN. FORM 2414 (3-67)

E-1011

JULY69

DEFENDANT'S EXH. No. YYY
Marked for ID
Rec'd in Evidence
Page 14

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NABCOR INC
BENSON MANOR (101)
JENKINTOWN PA 19046

10/2/69
#4467

		Area Code / Telephone Number	Amount Due
SERVICE & EQUIPMENT	one month in advance	415 215-885-2075	62.25
*MESSAGE UNITS - Chargeable to date of bill		(828)	37.26
ITEMIZED CHARGES (see list opposite)			272.41
DIRECTORY ADVERTISING - one month in advance beginning with date of bill			
OTHER CHARGES AND CREDITS (explanation enclosed)			
TAX		3458 FEDERAL / 734 STATE	41.92
BALANCE FROM LAST BILL (please deduct any amount settled)			718.83

*The "PINK PAGES" of your local Directory provide detailed information

0000000XXXXZ

413.84

~~1132.67~~
TOTAL AMOUNT DUE

LIST OF ITEMIZED CHARGES

DATE OF BILL JUL 18 69 RAC C43 415 * AREA CODE TELEPHONE NUMBER 215-885-20

DATE	* C	PLACE		TEL NO		AMOUNT
		TOLL CALLS AND TELEGRAMS				
0618		HOUSTON	TEX	713	CA7 6461	3
0618	*	CHALFONT	PA		822 3549	
0619	*	UNION	NJ	201	686 7950	5
0620	*	NEW YORK	NY	212	LT1 1000	1
0620	*	RUTHERFORD	NJ	201	438 5300	1
0620	*	QUAKERTOWN	PA		536 8600	
0624	*	QUEENS NYC	NY	212	JA3 7071	1
0624	*	YONKERS	NY	914	YO8 6609	
0624	*	DUBLIN	PA		249 3517	
0624	*	QUAKERTOWN	PA		536 8600	1
0625	*	DOYLESTOWN	PA		349 8118	

* DIALED CALL
C COLLECT CALL

CONTD

LIST OF ITEMIZED CHARGES

DATE OF BILL RAC AREA CODE TELEPHONE NUMBER PAGE 2 215-885-20

DATE	* C	PLACE		TEL NO		AMOUNT
0625	*	DOYLESTOWN	PA		348 8118	
0625	*	QUAKERTOWN	PA		536 8600	
0625	*	RIVERSIDE	NJ	609	461 2000	
0626	*	RUTHERFORD	NJ	201	438 5300	
0627	*	DOYLESTOWN	PA		348 8118	
0627	*	AVONDALE	PA		268 2916	
0627	*	YONKERS	NY	914	YO9 6609	
0627	*	YONKERS	NY	914	YO5 8300	
0630	*	YONKERS	NY	914	YO8 6609	
0630	*	VILLAS	NJ	609	886 7943	27
0630	*	VINELAND	NJ	609	691 7150	

* DIALED CALL
C COLLECT CALL

CONTD

LIST OF ITEMIZED CHARGES

DATE OF BILL RAC AREA CODE TELEPHONE NUMBER PAGE 3 215-885-2075

DATE	* C	PLACE		TEL NO		AMOUNT
0630	*	DOYLESTOWN	PA		348 8118	20
0630	*	UNION CITY	NJ	201	863 9552	50
0630	*	UNION CITY	NJ	201	863 9552	30
0630	*	WASHINGTON	DC	202	CA4 5175	100
0701	*	RIVERSIDE	NJ	609	461 2000	15
0701	*	CHALFONT	PA		822 3549	30
0701		WASHINGTON	DC	202	EX3 1000	300
0701		NEW YORK	NY	212	956 4000	140
0702	*	DOYLESTOWN	PA		348 8118	25
0702	*	YONKERS	NY	914	YO5 8300	370
0702	*	WASHINGTON	DC	202	017 9660	120

* DIALED CALL
C COLLECT CALL

CONTD

LIST OF ITEMIZED CHARGES

DATE OF BILL RAC AREA CODE TELEPHONE NUMBER PAGE 4 215-885-20

DATE	* C	PLACE		TEL NO		AMOUNT
0703	*	MOUNTHOLLY	NJ	609	267 7234	
0703	*	QUAKERTOWN	PA		536 8600	
0707	*	TRENTON	NJ	609	396 1541	
0708		NEW YORK	NY	212	CX5 4525	3
0708		WASHINGTON	DC	202	017 9660	1
0708	*	NEW YORK	NY	212	264 0665	
0708	*	DOYLESTOWN	PA		348 8118	
0708	*	BETHLEHEM	PA		866 8970	
0709		DAYTON	OHIO	513	222 4017	1
0709		DAYTON	OHIO	513	222 4017	4
0709	*	YONKERS	NY	914	YO5 8300	15

* DIALED CALL
C COLLECT CALL

CONTD

LIST OF ITEMIZED CHARGES

DATE OF BILL RAC AREA CODE TELEPHONE NUMBER PAGE 5 215-885-2075

DATE	* C	PLACE		TEL NO		AMOUNT
0709	*	DOYLESTOWN	PA		348 8118	20
0710	*	YONKERS	NY	914	YO5 8300	190
0710	*	QUAKERTOWN	PA		536 8600	30
0710	*	LANSDALE	PA		855 9608	20
0711		ELMER	NJ	609	358 8191	55
0711	*	QUAKERTOWN	PA		536 8600	40
0711	*	QUAKERTOWN	PA		536 8600	30
0711	*	RUTHERFORD	NJ	201	438 5300	110
0711	*	YONKERS	NY	914	YO5 8300	115
0711	*	MERCHANTVL	NJ	609	663 0777	20
0711	*	MERCHANTVL	NJ	609	665 0647	20

* DIALED CALL
C COLLECT CALL

CONTD

DEFENDANT'S EXH. No. YYY
Marked ID
Rec'd in Evidence
Page 15

LIST OF ITEMIZED CHARGES

DATE OF BILL RAC AREA CODE TELEPHONE NUMBER

PAGE 7 215-885-2075

DATE	* C	PLACE	TEL NO	AMOUNT
0710	C	MCHTVL NJ	FROM C CIN	30
0709		BETHLEHEM PA	866 8970	40
		FROM	PHILA PA	
0709		BETHLEHEM PA	866 8970	40
		FROM	PHILA PA	
		CREDIT CARD	215 885 2075	
0626		NEW YORK NY	586 7000	210
		FROM	PHILA PA	
0627		JENKINTOWN PA	885 2075	230
		FROM	TEANECK NJ	

* DIALED CALL
C COLLECT CALL
CONTD

LIST OF ITEMIZED CHARGES

DATE OF BILL RAC AREA CODE TELEPHONE NUM

PAGE 6 215-885-20

DATE	* C	PLACE	TEL NO	AMOU
0711	*	VINELAND NJ	609 691 7150	
0715	*	YONKERS NY	914 965 8300	
0716	*	CLOSTER NJ	201 768 7344	5
0716	*	MOUNTHOLLY NJ	609 267 7234	1
0716	*	YONKERS NY	914 965 8300	
0716	*	YONKERS NY	914 965 8300	1
0716	*	ATLNTIC CY NJ	609 822 9941	1
0717	*	YONKERS NY	914 965 8300	
0717	*	NEW YORK NY	212 586 7000	
0707	C	WILDWD NJ	886 3297	
0708	C	UNION NJ	686 7550	2

* DIALED CALL
C COLLECT CALL
CONTD

LIST OF ITEMIZED CHARGES

DATE OF BILL RAC AREA CODE TELEPHONE NUMBER

PAGE 9 215-885-2075

DATE	* C	PLACE	TEL NO	AMOUNT
0709		VILLAS NJ	886 7943	220
		FROM	PHILA PA	
0711		VILLAS NJ	886 7943	60
		FROM	PHILA PA	
0604		ANDALSA	TELEGRAM	221
0623		PLAINFLD NJER	TELEGRAM	605
0623		MENDHAM NJER	TELEGRAM	440
		SUB	TOTAL	15336

* DIALED CALL
C COLLECT CALL
CONTD

LIST OF ITEMIZED CHARGES

DATE OF BILL RAC AREA CODE TELEPHONE NUM

PAGE 8 215-885-20

DATE	* C	PLACE	TEL NO	AMOU
0703		VILLAS NJ	886 7943	15
		FROM	PHILA PA	
0706		WARRINGTON PA	343 2720	
		FROM	WILDWD NJ	
0707		JENKINTOWN PA	885 2075	1
		FROM	WILDWD NJ	
0707		JENKINTOWN PA	885 2075	
		FROM	WILDWD NJ	
0708		VILLAS NJ	886 7943	
		FROM	PHILA PA	

* DIALED CALL
C COLLECT CALL
CONTD

LIST OF ITEMIZED CHARGES

DATE OF BILL RAC AREA CODE TELEPHONE NUMBER

PAGE 11 215-885-2075

DATE	* C	PLACE	TEL NO	AMOUNT
		CALLS FROM	215 885 2076	
0623	*	QUAKERTOWN PA	536 8600	60
0623	*	CHALFONT PA	822 3549	20
0624	*	VINELAND NJ	609 691 7150	40
0624	*	CHALFONT PA	822 3549	40
0624	*	CHALFONT PA	822 3549	20
0625	*	COLLINGSWD NJ	609 854 1393	30
0625	*	VILLAS NJ	609 886 7943	605
0625	*	CHALFONT PA	822 3549	20
0625	*	YONKERS NY	914 YO8 6609	70
0625	*	AVONDALE PA	268 2916	85
0626	*	YONKERS NY	914 YO8 6609	145

* DIALED CALL
C COLLECT CALL
CONTD

LIST OF ITEMIZED CHARGES

DATE OF BILL RAC AREA CODE TELEPHONE NUMS

PAGE 10 215-885-20

DATE	* C	PLACE	TEL NO	AMOU
		CALLS FROM	215 885 2076	
0618	*	LANSDALE PA	855 9608	
0618	*	MOUNTHOLLY NJ	609 267 7234	
0618	*	MOUNTHOLLY NJ	609 267 0700	
0618	*	DOYLESTOWN PA	348 8118	
0618	*	WASHINGTON DC	202 225 5159	3
0618	*	YONKERS NY	914 YO5 8300	
0620	*	RUTHERFORD NJ	201 438 5300	
0620	*	CHALFONT PA	822 3549	
0623	*	BRONX NYC NY	212 CY5 0340	
0623	*	YONKERS NY	914 YO8 6609	

* DIALED CALL
C COLLECT CALL
CONTD

E-1013

DEFE[illegible]DANT'S EXH. No. YYY
Mark[illegible]or ID
Rec'd in Evidence
Page 16

LIST OF ITEMIZED CHARGES

DATE OF BILL RAC AREA CODE TELEPHONE NUMBER

PAGE 13 215-885-2075

DATE	⁎ C	PLACE		TEL NO	AMOUNT
		CALLS FROM		215 885 2076	
0701	*	UNION	NJ	201 686 7950	390
0701	*	UNION	NJ	201 686 7950	45
0701	*	RIVERSIDE	NJ	609 461 2000	15
0701	*	VINELAND	NJ	609 691 7150	160
0702	*	RUTHERFORD	NJ	201 438 5300	85
0703	*	NEW YORK	NY	212 CO5 7200	80
0707	*	YONKERS	NY	914 YO5 8300	55
0707	*	GLENN DALE	MD	301 262 4478	75
0708	*	MERCHANTVL	NJ	609 663 0777	20
0708	*	YONKERS	NY	914 YO5 8300	55
0708	*	QUAKERTOWN	PA	536 8600	80

* DIALED CALL
C COLLECT CALL

CONTD

LIST OF ITEMIZED CHARGES

DATE OF BILL RAC AREA CODE TELEPHONE NUMBER

PAGE 15 215-885-2075

DATE	⁎ C	PLACE		TEL NO	AMOUNT
		CALLS FROM		215 885 2076	
0715	*	YONKERS	NY	914 965 8300	55
0715	*	YONKERS	NY	914 965 8300	65
0715	*	QUEENS NYC	NY	212 523 7071	125
0715	*	NEW YORK	NY	212 581 1000	275
0715	*	NEW YORK	NY	212 586 7000	60
0715	*	MOUNTHOLLY	NJ	609 267 7234	100
0716	*	CHALFONT	PA	822 3549	20
0717	*	WILLINGBO	NJ	609 877 5209	20
0717	*	MOUNTHOLLY	NJ	609 267 7234	90
0717	*	VINELAND	NJ	609 691 7150	40
		SUB TOTAL			5800

* DIALED CALL
C COLLECT CALL

CONTD

LIST OF ITEMIZED CHARGES

DATE OF BILL RAC AREA CODE TELEPHONE NUMBER

PAGE 17 215-885-2075

DATE	⁎ C	PLACE		TEL NO	AMOUNT
		CALLS FROM		215 885 2077	
0527	*	QUAKERTOWN	PA	536 8600	30
0630	*	UNION CITY	NJ	201 863 6552	60
0630	*	NEW YORK	NY	212 CO5 7200	95
0701	*	LAKE ORION	MICH	313 693 8311	180
0701	*	DOYLESTOWN	PA	348 8119	40
0702	*	YONKERS	NY	914 YO5 8300	55
0702	*	RUTHERFORD	NJ	201 438 5300	50
0702	*	QUAKERTOWN	PA	536 8600	30
0702	*	QUAKERTOWN	PA	536 8600	30
0703	*	QUAKERTOWN	PA	536 8600	30
0703	*	RUTHERFORD	NJ	201 438 5300	320

* DIALED CALL
C COLLECT CALL

CONTD

LIST OF ITEMIZED CHARGES

DATE OF BILL RAC AREA CODE TELEPHONE NUMB

PAGE 12 215-885-207

DATE	⁎ C	PLACE		TEL NO	AMOUN
		CALLS FROM		215 885 2076	
0626	*	RUTHERFORD	NJ	201 438 5300	
0626	*	RUTHERFORD	NJ	201 438 6300	
0626	*	RUTHERFORD	NJ	201 438 5300	
0626	*	AVONDALE	PA	268 2916	2
0626	*	DETROIT	MICH	313 323 0382	2
0626	*	QUAKERTOWN	PA	536 8600	
0526	*	QUAKERTOWN	PA	536 8600	
0627	*	DOYLESTOWN	PA	348 8118	
0627	*	YONKERS	NY	914 YO8 6609	1
0630	*	VINELAND	NJ	609 691 8000	
0630	*	VILLAS	NJ	609 886 5880	5

* DIALED CALL
C COLLECT CALL

CONTD

LIST OF ITEMIZED CHARGES

DATE OF BILL RAC AREA CODE TELEPHONE NUMBER

PAGE 14 215-885-207

DATE	⁎ C	PLACE		TEL NO	AMOUN
		CALLS FROM		215 885 2076	
0709	*	DOYLESTOWN	PA	348 4695	65
0709	*	DOYLESTOWN	PA	348 8118	20
0709	*	CHALFONT	PA	822 3737	20
0710	*	VINELAND	NJ	609 691 7150	40
0710	*	QUAKERTOWN	PA	536 8600	30
0710	*	DOYLESTOWN	PA	348 8118	20
0711	*	RUTHERFORD	NJ	201 438 5300	50
0711	*	HASBRCKHTS	NJ	201 288 0650	140
0711	*	YONKERS	NY	914 YO8 6609	50
0714	*	YONKERS	NY	914 965 8300	130
0714	*	CHALFONT	PA	822 3549	20

* DIALED CALL
C COLLECT CALL

CONTD

LIST OF ITEMIZED CHARGES

DATE OF BILL RAC AREA CODE TELEPHONE NUM

PAGE 16 215-885-20

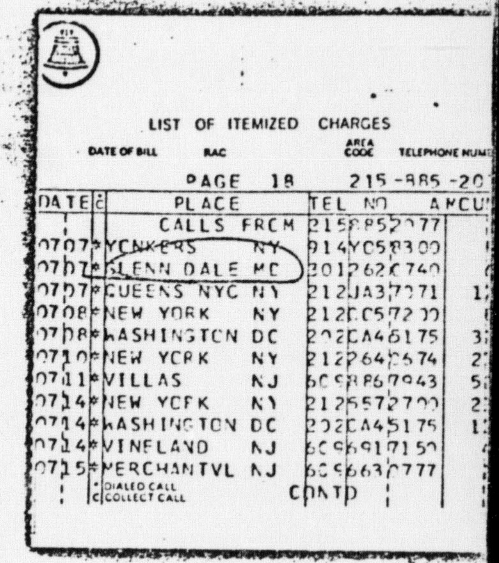
DATE	⁎ C	PLACE		TEL NO	AMOU
		CALLS	FROM	215 885 2077	
0618	*	NEW YORK	NY	212 PL2 8844	37
0623	*	QUEENS NYC	NY	212 JA3 7071	6
0624	*	PROVIDENCE	RI	401 942 3328	2
0624	*	NEW YORK	NY	212 CO5 7200	
0624	*	MEDFORD	NJ	609 654 2381	
0624	*	QUAKERTOWN	PA	536 8600	
0624	*	DUBLIN	PA	249 3517	
0625	*	COLLEGEVL	PA	489 2200	
0627	*	DOYLESTOWN	PA	348 4695	
0627	*	UNION	NJ	201 686 7950	28

* DIALED CALL
C COLLECT CALL

CONTD

E-1014

DEFENDANT'S EXH. No. YYY
Marked for ID
Rec'd in Evidence
Page 17



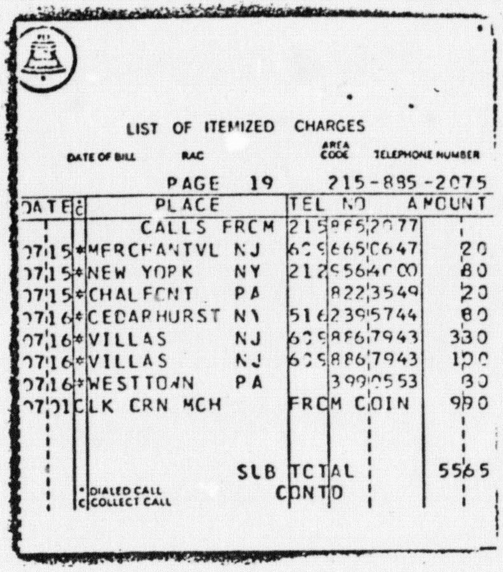
LIST OF ITEMIZED CHARGES

DATE OF BILL RAC AREA CODE TELEPHONE NUM

PAGE 18 215-885-20

DATE	C	PLACE	TEL NO	AMCU
		CALLS FROM	215 885 2077	
0707	*	YONKERS NY	914 YO5 8300	
0707	*	GLENN DALE MD	301 262 0740	
0707	*	QUEENS NYC NY	212 JA3 7071	1
0708	*	NEW YORK NY	212 CO5 7200	
0708	*	WASHINGTON DC	202 CA4 6175	3
0710	*	NEW YORK NY	212 264 0674	2
0711	*	VILLAS NJ	609 886 7943	5
0714	*	NEW YORK NY	212 557 2700	2
0714	*	WASHINGTON DC	202 CA4 5175	1
0714	*	VINELAND NJ	609 691 7150	
0715	*	MERCHANTVL NJ	609 663 0777	

* DIALED CALL
C COLLECT CALL
CONTD



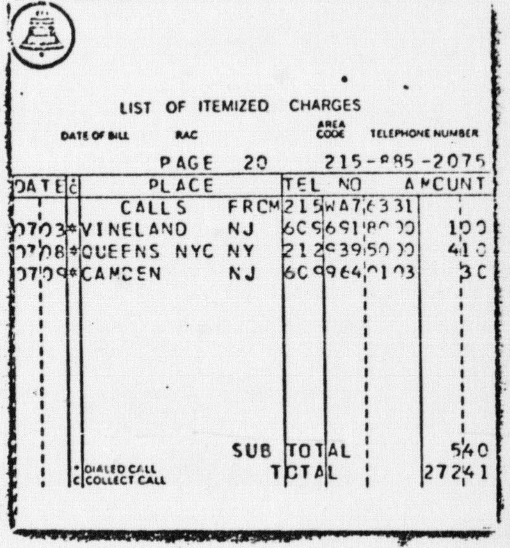
LIST OF ITEMIZED CHARGES

DATE OF BILL RAC AREA CODE TELEPHONE NUMBER

PAGE 19 215-885-2075

DATE	C	PLACE	TEL NO	AMOUNT
		CALLS FROM	215 885 2077	
0715	*	MERCHANTVL NJ	609 665 0647	20
0715	*	NEW YORK NY	212 556 4000	80
0715	*	CHALFONT PA	822 3549	20
0716	*	CEDARHURST NY	516 239 5744	80
0716	*	VILLAS NJ	609 886 7943	330
0716	*	VILLAS NJ	609 886 7943	100
0716	*	WESTTOWN PA	399 0553	30
0701	C	LK CRN MCH	FROM COIN	990
		SUB TOTAL		5565

* DIALED CALL
C COLLECT CALL
CONTD



LIST OF ITEMIZED CHARGES

DATE OF BILL RAC AREA CODE TELEPHONE NUMBER

PAGE 20 215-885-2075

DATE	C	PLACE	TEL NO	AMOUNT
		CALLS FROM	215 WA7 6331	
0703	*	VINELAND NJ	609 691 8000	100
0708	*	QUEENS NYC NY	212 939 5000	410
0709	*	CAMDEN NJ	609 964 0103	30
		SUB TOTAL		540
		TOTAL		27241

* DIALED CALL
C COLLECT CALL

11/3/69 NG 69
#4598 1015

DEF[illegible]ANT'S EXH. No. YXY
Marked for ID ______
Rec'd in Evidence ______
Page 18

The Bell Telephone Company of Pennsylvania

P.O. Box 280, Conshohocken, Penna. 19428

When paying in person use a Business Office or Authorized Collection Agency listed in the front of your Telephone Directory. No others are authorized to credit your payment.

PLEASE RETURN THE ENCLOSED CARD WITH YOUR PAYMENT

PLEASE PAY YOUR BILL BY MAIL WITH THE ENCLOSED ENVELOPE
IF YOU PAY IN PERSON PLEASE BRING BOTH THIS BILL AND YOUR CARD

NABECOR INC
BENSON MANOR (101)
JENKINTOWN PA 19046

	one month in advance	AREA CODE	TELEPHONE NUMBER	AMOUNT DUE
SERVICE & EQUIPMENT	415	215	885-2075	62 25
*MESSAGE UNITS - Chargeable to date of bill		(866)		38 57
ITEMIZED CHARGES (see list opposite)				221 30
DIRECTORY ADVERTISING - one month in advance beginning with date of bill				
OTHER CHARGES AND CREDITS (explanation enclosed)				
TAX		30 91 FEDERAL	7 14 STATE	38 05
BALANCE FROM LAST BILL (please deduct any amount settled)				~~711 48~~ 360 57
		CCCC CCO XXXX		~~1072 05~~ TOTAL AMOUNT DUE

*The "in the PAGES" of your local Directory provide detailed information

LIST OF ITEMIZED CHARGES

DATE OF BILL	RAC		AREA CODE	TELEPHONE NUMBER
AUG 18 69	C43 415	*	215	885-2075

DATE	*C	PLACE		TEL NO		AMOUNT
		TOLL CALLS AND TELEGRAMS				
C718	*	YONKERS	NY	914	965830C	4
C718	*	MOUNTHOLLY	NJ	609	2677234	6
C722	*	NEW YORK	NY	212	5573923	15
C722	*	NEW YORK	NY	212	9564CCC	8
C722	*	DOYLESTOWN	PA		3484695	2
C723	*	DETROIT	MICH	313	323C382	24
C723	*	YONKERS	NY	914	96864CC	65
C724	*	NEW YORK	NY	212	7574285	8
C724	*	WASHINGTON	DC	202	2245175	20
C725	*	CHALFONT	PA		8222929	2
C728	*	YONKERS	NY	914	965830C	7

* DIALED CALL
C COLLECT CALL

CONTD

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NABECOR INC
BENSON MANOR (101)
JENKINTOWN PA 19046

	one month in advance	AREA CODE	TELEPHONE NUMBER	AMOUNT DUE
SERVICE & EQUIPMENT		-	-	
*MESSAGE UNITS - Chargeable to date of bill		(	)	
ITEMIZED CHARGES (see list opposite)				
DIRECTORY ADVERTISING - one month in advance beginning with date of bill				
OTHER CHARGES AND CREDITS (explanation enclosed)				
TAX		FEDERAL	STATE	
BALANCE FROM LAST BILL (please deduct any amount settled)				
				TOTAL AMOUNT DUE

*The "in the PAGES" of your local Directory provide detailed information

LIST OF ITEMIZED CHARGES

DATE OF BILL	RAC	AREA CODE	TELEPHONE NUMBER
PAGE 2		215	885-2075

DATE	*C	PLACE		TEL NO		AMOUNT
C728	*	RIVERSIDE	NJ	609	4612CCC	1
C728	*	DETROIT	MICH	313	323C382	21
C728	*	NEW YORK	NY	212	88358CC	9
C728	*	W CHESTER	PA		6964011	8
C729	*	WASHINGTON	DC	202	2248121	16
C729	*	NEW YORK	NY	212	26572CC	17
C729	*	EXTON	PA		3635464	3
C730	*	YONKERS	NY	914	96583CC	5
C730	*	DETROIT	MICH	313	323C382	12
C730	*	WASHINGTON	DC	202	5635117	18
C730	*	ROYAL OAK	MICH	313	5448198	84

* DIALED CALL
C COLLECT CALL

CONTD

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NABECOR INC
BENSON MANOR (101)
JENKINTOWN PA 19046

	one month in advance	AREA CODE	TELEPHONE NUMBER	AMOUNT DUE
SERVICE & EQUIPMENT		-	-	
*MESSAGE UNITS - Chargeable to date of bill		(	)	
ITEMIZED CHARGES (see list opposite)				
DIRECTORY ADVERTISING - one month in advance beginning with date of bill				
OTHER CHARGES AND CREDITS (explanation enclosed)				
TAX		FEDERAL	STATE	
BALANCE FROM LAST BILL (please deduct any amount settled)				
				TOTAL AMOUNT DUE

*The "in the PAGES" of your local Directory provide detailed information

LIST OF ITEMIZED CHARGES

DATE OF BILL	RAC	AREA CODE	TELEPHONE NUMBER
PAGE 3		215	885-2075

DATE	*C	PLACE		TEL NO		AMOUNT
C731		BETHESDA	MD	301	5572250	15
C731	*	MERCHANTVL	NJ	609	6630777	8
C731	*	WASHINGTON	DC	202	5638117	68
C731	*	WASHINGTON	DC	202	5635117	56
C731	*	EASTON	PA		2587171	47
C731	*	NEW YORK	NY	212	564C2C	26
C731	*	CHALFONT	PA		8223548	2
C801		DETROIT	MICH	313	3222179	21
C801	*	CHALFONT	PA		8223549	2
C801	*	CHALFONT	PA		8223549	2
C802	*	W CHESTER	PA		6964011	8

* DIALED CALL
C COLLECT CALL

CONTD

DEFENDANT'S EXH. No. YYV
Marked for ID ______
Rec'd in Evidence ______
Page 19

E-1016

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NABCOR INC
BENSON MANOR (101)
JENKINTOWN PA 19046

	AREA CODE	TELEPHONE NUMBER	AMOUNT DUE
SERVICE & EQUIPMENT one month in advance		– –	
*MESSAGE UNITS - Chargeable to date of bill ( )			
ITEMIZED CHARGES (see list opposite)			
DIRECTORY ADVERTISING - one month in advance beginning with date of bill			
OTHER CHARGES AND CREDITS (explanation enclosed)			
TAX FEDERAL / STATE			
BALANCE FROM LAST BILL (please deduct any amount settled)			
			TOTAL AMOUNT DUE

*The "PINK PAGES" of your local Directory provide detailed information

LIST OF ITEMIZED CHARGES

DATE OF BILL | RAC | AREA CODE | TELEPHONE NUMBER

PAGE 4 215-885-2075

DATE	*C	PLACE		TEL NO	AMOUNT
DEC 4	*	CHALFONT	PA	822 3549	20
DEC 4	*	GLENN DALE	MD	202 262 6084	500
DEC 4	*	WASHINGTON	DC	202 224 5175	240
DEC 5	*	QUEENS NYC	NY	212 523 7071	245
DEC 5	*	NEW YORK	NY	212 265 7200	60
DEC 5	*	NEW YORK	NY	212 265 7200	40
DEC 6	*	NEW YORK	NY	212 265 7200	185
DEC 6	*	MERCHANTVL	NJ	609 663 7100	60
DEC 7		WASHINGTON	DC	202 225 5175	240
DEC 7	*	RIVERSIDE	NJ	609 461 2000	25
DEC 8	*	WASHINGTON	DC	202 224 5175	1[illegible]

* DIALED CALL
C COLLECT CALL

CONTD

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NABCOR INC
BENSON MANOR (101)
JENKINTOWN PA 19046

	AREA CODE	TELEPHONE NUMBER	AMOUNT DUE
SERVICE & EQUIPMENT one month in advance		– –	
*MESSAGE UNITS - Chargeable to date of bill ( )			
ITEMIZED CHARGES (see list opposite)			
DIRECTORY ADVERTISING - one month in advance beginning with date of bill			
OTHER CHARGES AND CREDITS (explanation enclosed)			
TAX FEDERAL / STATE			
BALANCE FROM LAST BILL (please deduct any amount settled)			
			TOTAL AMOUNT DUE

*The "PINK PAGES" of your local Directory provide detailed information

LIST OF ITEMIZED CHARGES

DATE OF BILL | RAC | AREA CODE | TELEPHONE NUMBER

PAGE 5 215-885-207

DATE	*C	PLACE		TEL NO	AMOUNT
DEC 8	*	GLENN DALE	MD	202 262 4757	5
DEC 11	*	WASHINGTON	DC	202 224 5175	50
DEC 11	*	WASHINGTON	DC	202 224 5175	35
DEC 11	*	UNION	NJ	201 686 7950	1[illegible]
DEC 12	*	CHALFONT	PA	822 3549	[illegible]
DEC 12	*	NEW YORK	NY	212 765 4100	1[illegible]
DEC 12	*	NEW YORK	NY	212 765 4100	[illegible]
DEC 12	*	NEW YORK	NY	212 765 4100	6
DEC 12	*	YONKERS	NY	914 965 3300	5
DEC 13	*	WASHINGTON	DC	202 224 5175	12
DEC 13	*	MERCHANTVL	NJ	609 663 0777	2

* DIALED CALL
C COLLECT CALL

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NABCOR INC
BENSON MANOR (101)
JENKINTOWN PA 19046

	AREA CODE	TELEPHONE NUMBER	AMOUNT DUE
SERVICE & EQUIPMENT one month in advance		– –	
*MESSAGE UNITS - Chargeable to date of bill ( )			
ITEMIZED CHARGES (see list opposite)			
DIRECTORY ADVERTISING - one month in advance beginning with date of bill			
OTHER CHARGES AND CREDITS (explanation enclosed)			
TAX FEDERAL / STATE			
BALANCE FROM LAST BILL (please deduct any amount settled)			
			TOTAL AMOUNT DUE

*The "PINK PAGES" of your local Directory provide detailed information

LIST OF ITEMIZED CHARGES

DATE OF BILL | RAC | AREA CODE | TELEPHONE NUMBER

PAGE 6 215-885-207

DATE	*C	PLACE		TEL NO	AMOUNT
DEC 13	*	RIVERSIDE	NJ	609 461 2000	[illegible]
DEC 14	*	MERCHANTVL	NJ	609 662 2200	2
DEC 14	*	DETROIT	MICH	313 323 0392	15
DEC 14	*	DETROIT	MICH	313 323 0342	30
DEC 14	*	BLACKWOOD	NJ	609 227 6139	2
DEC 14	*	CHALFONT	PA	822 3549	2
DEC 15	*	RIVERTON	NJ	609 829 9500	[illegible]
[illegible] 23	C	UNION	NJ	686 7950	26
[illegible] 1	C	WASH	DC	662 5117	48
DEC 7	C	[illegible] DE G	MD	939 5000	35

* DIALED CALL
C COLLECT CALL

CONTD

DEFENDANT'S EXH. No. YYY
Mark[illegible]or ID
Rec'd in Evidence
Page 20

The Bell Telephone Company of Pennsylvania
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NABCOR INC
BENSON MANOR (101)
JENKINTOWN PA 19046

AREA CODE — TELEPHONE NUMBER — AMOUNT DUE

SERVICE & EQUIPMENT one month in advance
*MESSAGE UNITS - Chargeable to date of bill ( )
ITEMIZED CHARGES (see list opposite)
DIRECTORY ADVERTISING - one month in advance beginning with date of bill
OTHER CHARGES AND CREDITS (explanation enclosed)
TAX — FEDERAL — STATE
BALANCE FROM LAST BILL (please deduct any amount settled)
*The "White PAGES" of your local Directory provide detailed information
TOTAL AMOUNT DUE

LIST OF ITEMIZED CHARGES

DATE OF BILL — RAC — AREA CODE — TELEPHONE NUMBER

PAGE 7 215-885-2075

DATE	*C	PLACE		TEL NO		AMOUN
		CREDIT	CARD	215	8852075	
0725		HATBORO	PA		6721716	12
		FROM		TERREHL PA		
0725		WARRINGTON	PA		3435983	
		FROM		MANHEIM PA		
0806		WARRINGTON	PA		3432720	5
		FROM		NEWYORK NY		
0806		JENKINTOWN	PA		8852075	4
		FROM		NEWYORK NY		

* DIALED CALL
C COLLECT CALL

CONTD

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NABCOR INC
BENSON MANOR (101)
JENKINTOWN PA 19046

AREA CODE — TELEPHONE NUMBER — AMOUNT DUE

SERVICE & EQUIPMENT one month in advance
*MESSAGE UNITS - Chargeable to date of bill ( )
ITEMIZED CHARGES (see list opposite)
DIRECTORY ADVERTISING - one month in advance beginning with date of bill
OTHER CHARGES AND CREDITS (explanation enclosed)
TAX — FEDERAL — STATE
BALANCE FROM LAST BILL (please deduct any amount settled)
*The "White PAGES" of your local Directory provide detailed information
TOTAL AMOUNT DUE

LIST OF ITEMIZED CHARGES

DATE OF BILL — RAC — AREA CODE — TELEPHONE NUMBER

PAGE 8 215-885-2075

DATE	*C	PLACE		TEL NO		AMOUN
0807		ELKINSPARK	PA		6355800	10
		FROM		ABERDN MD		
0811		VILLAS	NJ		8867943	
		FROM		PHILA PA		
0811		VILLAS	NJ		8867943	6
		FROM		PHILA PA		
			SUB	TOTAL		1099

* DIALED CALL
C COLLECT CALL

CONTD

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NABCOR INC
BENSON MANOR (101)
JENKINTOWN PA 19046

AREA CODE — TELEPHONE NUMBER — AMOUNT DUE

SERVICE & EQUIPMENT one month in advance
*MESSAGE UNITS - Chargeable to date of bill ( )
ITEMIZED CHARGES (see list opposite)
DIRECTORY ADVERTISING - one month in advance beginning with date of bill
OTHER CHARGES AND CREDITS (explanation enclosed)
TAX — FEDERAL — STATE
BALANCE FROM LAST BILL (please deduct any amount settled)
*The "White PAGES" of your local Directory provide detailed information
TOTAL AMOUNT DUE

LIST OF ITEMIZED CHARGES

DATE OF BILL — RAC — AREA CODE — TELEPHONE NUMBER

PAGE 9 215-885-2075

DATE	*C	PLACE		TEL NO		AMOUN
		CALLS	FROM	215	8852076	
0718	*	LANSDALE	PA		8556391	2
0721	*	YONKERS	NY	914	9658300	1
0722		COLONIE	NY	518	8693961	35
0722	*	NEW YORK	NY	212	9564020	9
0722	*	NEW YORK	NY	212	9564020	18
0722	*	YONKERS	NY	914	9659300	5
0722	*	LANSDALE	PA		8556608	2
0722	*	MOORESTOWN	NJ	609	2350670	2
0723	*	CHALFONT	PA		8223549	2
0724	*	RIVERSIDE	NJ	609	4612000	1

* DIALED CALL
C COLLECT CALL

CONTD

The Bell Telephone Company of Pennsylvania
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E-1018

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NABCOR INC
BENSON MANOR (101)
JENKINTOWN PA 19046

	AREA CODE	TELEPHONE NUMBER	AMOUNT DUE
SERVICE & EQUIPMENT one month in advance		– –	
*MESSAGE UNITS - Chargeable to date of bill ( )			
ITEMIZED CHARGES (see list opposite)			
DIRECTORY ADVERTISING - one month in advance beginning with date of bill			
OTHER CHARGES AND CREDITS (explanation enclosed)			
TAX FEDERAL STATE			
BALANCE FROM LAST BILL (please deduct any amount settled)			
			TOTAL AMOUNT DUE

*The "PINK PAGES" of your local Directory provide detailed information

LIST OF ITEMIZED CHARGES

DATE OF BILL RAC AREA CODE TELEPHONE NUMBER

PAGE 10 215-885-2075

DATE	* C	PLACE		TEL NO	AMOUNT
		CALLS FROM		215 885 2076	
0724	*	NEW YORK	NY	212 265 7200	80
0724	*	NEW YORK	NY	212 264 0665	12
0725	*	YONKERS	NY	914 965 8300	11
0725	*	VINELAND	NJ	609 691 7150	40
0728	*	CHALFONT	PA	822 3549	2
0728	*	CHALFONT	PA	822 3549	3
0728	*	QUEENS NYC	NY	212 523 7071	16
0728	*	NEW YORK	NY	212 557 3923	17
0729	*	EXTON	PA	363 5464	3
0729	*	RIVERSIDE	NJ	609 461 2000	2
0730	*	RIVERSIDE	NJ	609 461 2000	2
				CONTD	

* DIALED CALL
C COLLECT CALL

The Bell Telephone Company of Pennsylvania
P.O. Box 280, Conshohocken, Penna. 19428

When paying in person use a Business Office or Authorized Collection Agency listed in the front of your Telephone Directory. No others are authorized to credit your payment.

PLEASE RETURN THE ENCLOSED CARD WITH YOUR PAYMENT

PLEASE PAY YOUR BILL BY MAIL WITH THE ENCLOSED ENVELOPE
IF YOU PAY IN PERSON PLEASE BRING BOTH THIS BILL AND YOUR CARD

NABCOR INC
BENSON MANOR (101)
JENKINTOWN PA 19046

	AREA CODE	TELEPHONE NUMBER	AMOUNT DUE
SERVICE & EQUIPMENT one month in advance		– –	
*MESSAGE UNITS - Chargeable to date of bill ( )			
ITEMIZED CHARGES (see list opposite)			
DIRECTORY ADVERTISING - one month in advance beginning with date of bill			
OTHER CHARGES AND CREDITS (explanation enclosed)			
TAX FEDERAL STATE			
BALANCE FROM LAST BILL (please deduct any amount settled)			
			TOTAL AMOUNT DUE

*The "PINK PAGES" of your local Directory provide detailed information

LIST OF ITEMIZED CHARGES

DATE OF BILL RAC AREA CODE TELEPHONE NUMBER

PAGE 11 215-885-2075

DATE	* C	PLACE		TEL NO	AMOUNT
		CALLS FROM		215 885 2076	
0730	*	CHALFONT	PA	822 3549	45
0730	*	QUAKERTOWN	PA	536 8600	30
0731	*	EASTON	PA	258 7171	70
0731	*	NEW YORK	NY	212 557 3923	470
0731	*	MERCHANTVL	NJ	609 663 0777	20
0801	*	YONKERS	NY	914 965 8300	415
0801	*	QUEENS NYC	NY	212 357 2666	15
0802	*	W CHESTER	PA	696 4011	80
0804	*	CHALFONT	PA	822 3549	45
0806	*	YONKERS	NY	914 965 8300	70
0806	*	GLENN DALE	MD	202 262 5084	60
				CONTD	

* DIALED CALL
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NABCOR INC
BENSON MANOR (101)
JENKINTOWN PA 19046

	AREA CODE	TELEPHONE NUMBER	AMOUNT DUE
SERVICE & EQUIPMENT one month in advance		– –	
*MESSAGE UNITS - Chargeable to date of bill ( )			
ITEMIZED CHARGES (see list opposite)			
DIRECTORY ADVERTISING - one month in advance beginning with date of bill			
OTHER CHARGES AND CREDITS (explanation enclosed)			
TAX FEDERAL STATE			
BALANCE FROM LAST BILL (please deduct any amount settled)			
			TOTAL AMOUNT DUE

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LIST OF ITEMIZED CHARGES

DATE OF BILL RAC AREA CODE TELEPHONE NUMBER

PAGE 12 215-885-2075

DATE	* C	PLACE		TEL NO	AMOUNT
		CALLS FROM		215 885 2076	
0806	*	CHALFONT	PA	822 3549	20
0807	*	NEW YORK	NY	212 265 7200	8
0808	*	QUEENS NYC	NY	212 523 7071	9
0811	*	RIVERSIDE	NJ	609 461 2000	1
0812	*	NEW YORK	NY	212 344 7000	18
0812	*	QUEENS NYC	NY	212 523 7071	16
0813	*	SCARSDALE	NY	914 725 6200	10
0814	*	NEW YORK	NY	212 679 2190	12
0814	*	NEW YORK	NY	212 264 0665	26
0814	*	NEW YORK	NY	212 265 7200	18
0815	*	NEW YORK	NY	212 682 3363	12
				CONTD	

* DIALED CALL
C COLLECT CALL

DEFENDANT EXH. No. YYY
Marked for ID
Rec'd in Evidence
Page 21

DEFENDANT'S EXH. No. XX
Mark for ID ___
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Page 22

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E-1019

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NAECOR INC
BENSON MANOR (101)
JENKINTOWN PA 19046

	AREA CODE	TELEPHONE NUMBER	AMOUNT DUE
SERVICE & EQUIPMENT one month in advance		- -	
*MESSAGE UNITS - Chargeable to date of bill ( )			
ITEMIZED CHARGES (see list opposite)			
DIRECTORY ADVERTISING - one month in advance beginning with date of bill			
OTHER CHARGES AND CREDITS (explanation enclosed)			
TAX FEDERAL STATE			
BALANCE FROM LAST BILL (please deduct any amount settled)			
			TOTAL AMOUNT DUE

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LIST OF ITEMIZED CHARGES

DATE OF BILL RAC AREA CODE TELEPHONE NUMBER

PAGE 13 215-885-207

DATE	* C	PLACE		TEL NO	AMOUN
		CALLS FROM		215 885 2076	
0815	*	YONKERS	NY	914 965 8300	5
		SUB TOTAL			460
				CONTD	

* DIALED CALL
C COLLECT CALL

The Bell Telephone Company of Pennsylvania
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NAECOR INC
BENSON MANOR (101)
JENKINTOWN PA 19046

	AREA CODE	TELEPHONE NUMBER	AMOUNT DUE
SERVICE & EQUIPMENT one month in advance		- -	
*MESSAGE UNITS - Chargeable to date of bill ( )			
ITEMIZED CHARGES (see list opposite)			
DIRECTORY ADVERTISING - one month in advance beginning with date of bill			
OTHER CHARGES AND CREDITS (explanation enclosed)			
TAX FEDERAL STATE			
BALANCE FROM LAST BILL (please deduct any amount settled)			
			TOTAL AMOUNT DUE

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LIST OF ITEMIZED CHARGES

DATE OF BILL RAC AREA CODE TELEPHONE NUMBER

PAGE 14 215-885-207

DATE	* C	PLACE		TEL NO	AMOUN
		CALLS	FROM	215 885 2077	
0718	*	HASBRCKHTS	NJ	201 288 0650	50
0721	*	RIVERSIDE	NJ	609 461 2000	2
0722	*	NEW YORK	NY	212 956 4000	36
0722	*	YONKERS	NY	914 965 8300	6
0722	*	WASHINGTON	DC	202 393 8500	6
0722	*	MERCHANTVL	NJ	609 663 0777	2
0723	*	RIVERSIDE	NJ	609 461 2000	4
0723	*	NEW YORK	NY	212 557 3923	48
0723	*	YONKERS	NY	914 965 8300	19
0724	*	WASHINGTON	DC	202 563 6117	16
				CONTD	

* DIALED CALL
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BENSON MANOR (101)
JENKINTOWN PA 19046

	AREA CODE	TELEPHONE NUMBER	AMOUNT DUE
SERVICE & EQUIPMENT one month in advance		- -	
*MESSAGE UNITS - Chargeable to date of bill ( )			
ITEMIZED CHARGES (see list opposite)			
DIRECTORY ADVERTISING - one month in advance beginning with date of bill			
OTHER CHARGES AND CREDITS (explanation enclosed)			
TAX FEDERAL STATE			
BALANCE FROM LAST BILL (please deduct any amount settled)			
			TOTAL AMOUNT DUE

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LIST OF ITEMIZED CHARGES

DATE OF BILL RAC AREA CODE TELEPHONE NUMBER

PAGE 15 215-885-207

DATE	* C	PLACE		TEL NO	AMOUN
		CALLS	FROM	215 885 2077	
0724	*	VINELAND	NJ	609 691 7150	8
0724	*	YARDLEY	PA	493 5798	2
0725	*	NEW YORK	NY	212 344 7000	9
0725	*	YONKERS	NY	914 965 8300	6
0725	*	MANHEIM	PA	717 665 3571	7
0725	*	DOYLESTOWN	PA	348 4655	6
0728	*	W CHESTER	PA	696 4011	14
0728	*	NEW YORK	NY	212 956 4000	54
0728	*	NEW YORK	NY	212 757 4289	8
0729	*	YONKERS	NY	914 965 8300	6
0729	*	COLLINGSWD	NJ	609 858 1445	2
				CONTD	

* DIALED CALL
C COLLECT CALL

E-1020

*2

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BENSON MANOR (101)
JENKINTOWN PA 19046

		AREA CODE	TELEPHONE NUMBER	AMOUNT DUE
SERVICE & EQUIPMENT	one month in advance		– –	
*MESSAGE UNITS - Chargeable to date of bill ( )				
ITEMIZED CHARGES (see list opposite)				
DIRECTORY ADVERTISING - one month in advance beginning with date of bill				
OTHER CHARGES AND CREDITS (explanation enclosed)				
TAX	FEDERAL	STATE		
BALANCE FROM LAST BILL (please deduct any amount settled)				
			TOTAL AMOUNT DUE	

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LIST OF ITEMIZED CHARGES

DATE OF BILL RAC AREA CODE TELEPHONE NUMBER

PAGE 16 215-885-2075

DATE	° C	PLACE		TEL NO	AMOUNT
		CALLS FROM		215 885 2077	
0720	*	MOORESTOWN	NJ	609 235 0670	65
0721	*	MERCHANTVL	NJ	609 663 0777	20
0721	*	MOUNTHOLLY	NJ	609 267 1234	15
0721	*	YONKERS	NY	914 965 8300	62
0721	*	QUEENS NYC	NY	212 523 7071	80
0721	*	BETHLEHEM	PA	866 8970	85
0801	*	QUEENS NYC	NY	212 523 7071	11
0801	*	NEW YORK	NY	212 265 7200	11
0801	*	RIVERSIDE	NJ	609 461 2000	2
0804	*	VILLAS	NJ	609 886 7943	116
0804	*	RIVERSIDE	NJ	609 461 2000	1
				CONTD	

* DIALED CALL
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ITEMIZED CHARGES (see list opposite)				
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OTHER CHARGES AND CREDITS (explanation enclosed)				
TAX	FEDERAL	STATE		
BALANCE FROM LAST BILL (please deduct any amount settled)				
			TOTAL AMOUNT DUE	

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DATE OF BILL RAC AREA CODE TELEPHONE NUMBER

PAGE 17 215-885-2075

DATE	° C	PLACE		TEL NO	AMOUNT
		CALLS FROM		215 885 2077	
0805	*	MERCHANTVL	NJ	609 667 4052	23
0805	*	GLENN DALE	MD	202 262 5084	80
0805	*	NEW YORK	NY	212 265 7200	50
0805	*	DOYLESTOWN	PA	348 4655	25
0806	*	CHALFONT	PA	822 3549	2
0811	*	NEW YORK	NY	212 265 7200	25
0812	*	NEW YORK	NY	212 264 0383	32
0813	*	QUEENS NYC	NY	212 523 7071	9
0814	*	QUEENS NYC	NY	212 357 8866	29
0814	*	DUMONT	NJ	201 385 6500	8
			SUB	TOTAL	638
				CONTD	

* DIALED CALL
C COLLECT CALL

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BENSON MANOR (101)
JENKINTOWN PA 19046

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SERVICE & EQUIPMENT	one month in advance		– –	
MESSAGE UNITS - Chargeable to date of bill ( )				
ITEMIZED CHARGES (see list opposite)				
DIRECTORY ADVERTISING - one month in advance beginning with date of bill				
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	FEDERAL	STATE		
BALANCE FROM LAST BILL (please deduct any amount settled)				
			TOTAL AMOUNT DUE	

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LIST OF ITEMIZED CHARGES

DATE OF BILL RAC AREA CODE TELEPHONE NUMBER

PAGE 18 215-885-2075

DATE	° C	PLACE		TEL NO	AMOUNT
		CALLS	FROM	215 WA7 6331	
0723		NEW YORK	NY	212 757 4289	15
			SUB	TOTAL	15
				TOTAL	221

* DIALED CALL
C COLLECT CALL

DEFENDANT'S EXH. No. 444
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Page 23

Ex. ZZZ - In evidence at trial.

DEFENDANT'S EXH. No. ZZZ
Marked for ID ✓
Rec'd in Evidence ✓
Page 1

N
NABCOR, INC.
101 Benson Manor
Township Line & Old York Road
Jenkintown, Pa.

Tel — (215) 885-2075

August 1, 1969

Mr. Linesdorf
Department of Justice
26 Federal Place
RM 3630
New York City, New York

Dear Mr. Linesdorf;

This is additional information on the Askew matter.

July 31, 1969, I spoke to Mr. Lowe of the Chevrolet region in Chevy Chase, Maryland. He said he spoke to Mr. Wright of the Evening Star and he stated that he checked the automobile ordered on the basis of leather upholstery (no name of either Nabcor or Askew only "Brokerage" was given to him by Mr. Wright) by calling Mr. Jack Calan of the Philadelphia Chevrolet Zone, who is a car distributor, and no order of that description was ordered by the dealer. He does not remember the name of the dealer, I asked him if, based on this skimpy information, he could determine whether or not accar was ordered. He said, because of the upholstery, he could do this.

July 31, 1969, I spoke to Mr. Askew and he made many unconstand statements but addmitted that Mr. Wright said he talked to someone at General Motors Chevy Division.

August 1, 1969, Jack Calan recalls conversation with Mr. Lowe and he said, he changed the car under the name of Askew, but found no order under that name.

Mr. Condrack will check under Nabcor. I am to call back at 2:30, and could have been ordered from stock . I called back at 2:30, he said, he could not find the order under the name of Nabcor but it could have been ordered as a stock order. He then said, that the order would go to Dick Gabavatiz, Chevrolet DIV. Distr Center in Arlington Virginia.

Sincerely,

NABCOR INC

Ex. AAAA - In evidence at trial.

DEFENDANT'S EXH. No. AAAA
Marked for ID ✓
Rec'd in Evidence ✓
Page 1

N

NABCOR, INC.
101 Benson Manor
Township Line & Old York Road
Jenkintown, Pa.

Tel—(215) 885-2075

6311

July 11, 1969

Mr. Cooman
Department of Justice
26 Federal Place
RM 3630
New York City, New York

Dear Mr. Cooman;

I am writing to you in regard to our telephone conversation regarding certain events that took place in Dayton Ohio.

As a result of establishing a distributor in Cincinnati Ohio last November, which territory included the Southern part of Ohio, a certain event took place almost immediately thereafter design to restrict the activities of our distributor and our company.

Immediately after the first of the year our distributor-"Nabcor of Southern Ohio Inc.," placed advertising in the Dayton Ohio Newspaper. As a result of this ad our distributor was told he could not place anymore advertising in that newspaper. He was referred to the Better Business Bureau of Dayton Ohio, who told him that they didn't think he could handle cars as a broker without a license and therefore, they could not approve his advertising. Our distributors Mr. Raymond Mueller, and Mr. Paul Bath of Nabcor Southern Ohio Inc., notified us and we had a Mr. Henderson of the Better Business Bureau of Philadelphia call the Better Business Bureau of Dayton Ohio to verify the ability of our company. This effort did not change the situation.

Our distributor also received a letter from the Motor Vehicle Department of Ohio, stating that it would be illegal to handle new automobiles without a license. I then had several discussions with, Mr. Summe, attorney for our Distributor, who informed me that he has asked the Attorney General of Ohio for an interpretation of this ruling which he felt did not apply to our business. Since he got no reply from the Attorney General it was our decision to file suit for a declaratory decission to obtain a determination. Mr. Summe informed me that Ohio would not allow a suit to be filed. Our only recourse was to do business and defend ouselves against any action that may be taken against our Distributor. Since we have delivered several automobiles through our Distributor and no action was taken, we are stymied in our attempt to correct this situation In the meantime our Distributor has been harrassed by the Better Business Bureau who tells his potential customers that the Business is a fruad which prevents him from doing business. The Dayton Ohio Newspaper printed an artical making statements of this kind. Needless to say our Distributor is demoralized and almost stagnant as a result of these actions.

DEFENDANT'S EXH. No. AAAA
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Rec'd in Evidence ______
Page 2

I was greatly interested in an article that appeared in Automotive News July 7th issue, a man by the name of Raymond Reiger. I decided to call this man to find out whether or not he had anything to do with the problem we had in Dayton Ohio. Since I did not tell him I was from Nabcor and was interested in how Nabcor was stopped in Ohio he got the impression that I was attempting the same thing in my area and he was very cooperative. Mr. Reiger is an executive of the Dayton Area Auto Dealer Association. He is also the head of the Better Business Bureau of Dayton Ohio and active in public relations and also active informulating Automobile advertising policy for the Newsmedia.

In questioning Mr. Reiger, I asked him how he handled the Nabcor situation. He said, he remembers it and he went to the Newsmedia and stopped it. I asked him if all the dealers cooperated in this action? He said, yes because they are a strong organization and cooperate in all matters. Iaasked him if any bulletins were sent and he said, it was not necessary because it was a unified effort and he also said, in a similar unified effort they were able to stop dealers from giving discounts to Insurance Companies and others on body work. This happened 111/2 years ago. I asked him how he handled dealers who preferred to deal with a company like Nabcor and cooperate with them? He said, they have a motor vehicle inspector in town who they report the dealer to and stop it in this matter. He also said, that the manufacturers cooperate. He then spoke of the mail coming into the state, offering discount of cars of two special groups and spoke of dealers cooperating with this would be stopped. He indicated that a dealer can only sell one make which he is franchised for except possibly in addition of a foreign car or two. He also needs a written agreement on, which is honored regardless of the size or stability of the foreign manufacturer. He also said, if the dealer is caught selling another make or cooperating in such sale is immediately reported and stopped. In view of the fact that this man told me that he and others of the automobile organization of Dayton did cooperate with the Better Business Bureau and the Newspaper, Motor Vehicle Department and manufacturers to stop Nabcor, and the fact that he and others cooperated in creating the problems our distributors has encountering , and also the fact that these actions are similar to actions that have taken place in other areas promptly to inform you of this situations

As I informed you by telephone of the events that took place in Washington D.C. pertaining to our customers Mr. Askew, I will outline the events that took place so you can evaluate them. Last September a 1969 Covette was ordered by a customer, Mr. Askew from Washington D.C. The order was handled by a Nabcor broker and a deposit of $400.00 was summitted to our company. The car was ordered by us from Slapp Chevy in Philadelphia. We were assured by Mr. Robert Sloan of Slapp Chevy that we would get the car. Thisassurance was given to us up until two months ago when Mr. Askew eventually went to see a man by the name of Mr. Wright who heads a column of the Washington Evening Star called action line. He called us and indicated to Mr. Jack Snyder of Nabcor Inc., that with the power of the Evening Star could get us the car quicker then calling General Motors himself. After several conversations back and forth with Jack Snyder it became apparent that everyone became evasive including Mr. Wright. I had several conversations with Mr. Wright myself, who told me that he spoke to the Washington Reginal sales office of Chevrolet and spoke to the manager Mr. Lowe who told him that we would not get the car. He also said that if the customer would have bought the car from a regular Chevy dealer he would have gotten the car. I asked Mr. Wright to give me this in writing, he immediately became very evases and told me to call his publisher, who I called immediately. I told him I wanted a letter

DEFENDANT'S EXH. No. AAAA
Marked for ID ______
Rec'd in Evidence ______
Page 3

from Mr. Wright telling me of the information he received from Mr. Lowe. After that call I heard no more from the Washington Evening Star, and the matter with Mr. Askew is still open to other avenues it has used.

Sincerely,

NABCOR INC.

Frank Maiorana
(Pres.)

CDOJ/kak

Frank File

Copy

E-1025

DEFENDANT'S EXH. No. BBBB
Marked for ID ✓
Rec'd in Evidence
Page 1

August 25, 1969

Mr. Cooman
Dept. of Justice
26 Federal Place
RM 3630
New York City, New York

Dear Mr. Cooman;

Confirming our telephone conversation August 22, I am outlining some of the events that took place that may be of some help to you.

(1) On or about August 15, in a telephone conversation with Mr. Cerota of Cerota Chevrolet Oldsmovile, Elmer, New Jersey, I was told by Mr. Cerota that he was told he should not sell cars to Nabcor because he might get into trouble. Mr. Cerota said, that he would sell us cars but would have to do so only by putting the car directly into the customer's name.

As I told you over the telephone this is a personal friend and he indicated that he didnot want to get involved and would have to deny this if he should be asked.

(2) On August 18, 1969, we received a letter, copy enclosed, indicating a raise in prices which would make it impossible for us to do business. On calling other dealers in Philadelphia I found $150.00 seems to be the price that everybody wants. In a telephone conversation with Mr. John Paulino of Paulino Pontiac, I was told all dealers are charging this price, and their will be no servicing on cars that were bought out of the area. I ask him to send me a letter indicating the $150.00 over invoice price. I will forward this to you as soon as I get it. However, on the same day I received this information (August 21) I made arrangements with Mr. Percy Kline a Pontiac dealer from Doylestown. Since this dealer is out of the Philadelphia District he evidently did not know of the $150.00 charge and is willing to do business for $75.00 less 1% which comes to less then $50.00 over dealer invoice.

I am enclosing his letter.

(3) As per our telephone conversation I am enclosing a letter from Mr. James Tracy to Mr. Carmoda. It is my understanding that Mr.

DEFENDANT'S EXH. No. BBBB
Marked for ID ____________
Rec'd in Evidence ____________
Page 2

Copy

(2)

Herbert Monheit sent a letter to Mr. Askew, as Mr. Tracy requested. This incident involves Mr. Wright of the Washington Evening Star who spoke to Mr. Lowe of General Motors, and was told we would not get the car. But Mr. Askew would have gotten the car if he went to a regular Chevrolet dealer. Mr. Wright and Mr. Askew refused to put this in writing.

(4) In a conversation August 21, Mr. Dolty of Colmar Pontiac, Heightstown, New Jersey, told me that in the incident involving Mr. Jack Snyder request for a letter outlining the terms and indicating the williness to supply us with cars. Mr. Dolty stated that he was told by a General Motors representative a Mr. Baldwin that he would not send us that letter because Pontiac would not give him the extra cars. Mr. Dolty said, to me that he would like to sell us cars at $50.00 over dealer invoice, and he would put this in a letter to me but he would have to add a paragraph stating that if Pontiac shut off his supply he would have the right to refuse our orders.

I will forward this letter to you if I get it.

This dealer has supplied several cars to one of our brokers in Trenton, New Jersey, Walter Schultz. His reason for doing this is because our broker found it more convenient to pick up his cars at this dealer (his nephew) and since he could not sell us cars he dealt with Walter Schultz directly.

I will be glad to furnish any further information you require.

Sincerely,

NABCOR INC.

Frank Maiorana

Jack Snyder File

Ex. GGGG - In evidence at trial.

March 10, 1969

Nabcor of Southern Ohio
3985 Race Rd. Suite #9
Cinn, Ohio 45211

Dear Paul;

I am enclosing MV-50 Number F043127 and the Bank Draft for $2,213.87 made out to Queen City Chevrolet Company.

Present the Draft Number J-196 to Jim Bonfield and he will give you the manufacturers certificate of origin and the bill of sale. Make copies of these and send two copies of them to me.

Thank you.

Sincerely,

NABCOR INC.

John J. Snyder

DEFENDANT'S EXH. No. GGGG
Marked for ID ✓
Rec'd in Evidence ✓
Page 1

NSO/kak

Ex. HHHH - In evidence at trial.

State of New York }
Department of State } ss.:

04452

I hereby certify that I have compared the annexed copy with the original document filed by the Department of State and that the same is a correct transcript of said original.

Witness my hand and seal of the Department of State on FEB 11 1975

Secretary of State

~~PLT.~~ DEFT.
EX # 4
~~IN EV~~ | FOR ID
WIT. [illegible]
DATE 6-26-75
BAR ASS'N. REPORTING SERVICE

R 662–504

Defendants Exh. HHHH

p. 1

Defendants Exh. HHHH

A 234 Certificate of Incorporation
Business Corporation Law [illegible]

p. 2

COPYRIGHT [illegible] BY JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS
80 EXCHANGE PLACE AT BROADWAY, NEW YORK

648211

Certificate of Incorporation of

GENERAL AUTO SALES & LEASING CORPORATION

under Section 402 of the Business Corporation Law

IT IS HEREBY CERTIFIED THAT:

(1) The name of the proposed corporation is

GENERAL AUTO SALES & LEASING CORPORATION

(2) The purpose or purposes for which this corporation is formed, are as follows, to wit:

'The sale and leasing of automobiles both on a wholesale and retail level, including the sale of franchises within the boundaries of New York State, for the same purposes; this corporation which have all of the powers necessary to carry out the above stated purposes including, but not limited to, entering into finance agreements with financial institutions;the power to purchase, rent or lease any and all property, both real and personal, necessary in the operation of said business; the power to conduct the aforesaid business in accordance with good business practice and to enter into agreements with automobile manufactures, with other automobile brokers, with automobile sales and service organizations both on a wholesale and retail level and with consumers on the retail level.

The corporation, in furtherance of its corporate purposes above set forth, shall have all of the powers enumerated in Section 202 of the Business Corporation Law, subject to any limitations provided in the Business Corporation Law or any other statute of the State of New York.

Defendants Exh. HHHH

p. 3

(3) The office of the corporation is to be located in the Town *(city) (town) (incorporated village)*

of West Seneca *County of* Erie *State of New York.*

(4) The aggregate number of shares which the corporation shall have the authority to issue is

200 shares of no par value, common stock

Defendants Exh. 4444

p. 4

(5) The Secretary of State is designated as agent of the corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the corporation served upon him is

1303 Union Rd, Town of West Seneca, County
of Erie and State of New York

The undersigned incorporator, or each of them if there are more than one, is of the age of twenty-one years or over.

IN WITNESS WHEREOF, *this certificate has been subscribed this* 23rd *day of* October *19*67 *by the undersigned who affirm(s) that the statements made herein are true under the penalties of perjury.*

DONALD A. BOLLING
Type name of incorporator
X Donald A. Bolling
Signature
residence - 4 Rod Rd., Marilla, N.Y.
Address
Mailing Address- Box 173, E. Aurora, N.Y.

Type name of incorporator
Signature

Address

Type name of incorporator
Signature

Address

Defendants Exh. HHHH

p. 5

5

Certificate of Incorporation

of

GENERAL AUTO SALES & LEASING CORPORATION

under Section 402 of the Business Corporation Law

Filed By:

JOSEPH CARLISI
820 Prudential Bldg.
Buffalo, New York

Office and Post Office Address

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED NOV 1 0 1967
TAX $ 10
FILING FEE $ 50

John P. Lomenzo
Secretary of State
By

648211 -4

p-15 Erie

φ

E-1033

Defendants' Exh. LLLL
p. 1

CAR INVOICE

ROHRER CHEVROLET CO.

Admiral Wilson Boulevard adjacent Cooper River
Camden, N. J. 08101 Phone, (609) 964-7820

0061

№ 4877

Sold To:
MABCOR INC.
50 Sprain Rd.
Yonkers, NY
PO# 10642

Date 1/10/68

Salesman Fleet

MAKE	MODEL	NEW or USED	SERIAL No.	KEY No.
Chev	16639	New	166398T175091	D2PO1 T1T43

1-68 Caprice 4d Sdn AshGd#4038

Price of Unit	2366.20
D&H	[illegible]
FRT	72.00
Vinyl roof	67.15
327-275 Eng	71.50
P/Glide	150.45
P/steering	[illegible]
P/Brakes	[illegible]
Rr spkr	[illegible]
Air Cond	281.65
T/Glass	30.50
W/W Tires	27.39
AM/FM Radio	103.32

HD Battery	5.72
Vinyl trim	8.15
Undercoat	20.00
Over Invoice	50.00

Pd.

N. J. SALES TAX	
Tags, Title etc.	
Ins. .. Mos. .. Ded.	
Life Ins. .. Interest	
TOTAL SALE	3546.06
Cash on Delivery	3546.06
Deposit	3526.06
Note	
Used Car	
Allowance	
Pay-off	
Notes .. Months @	
To .. Starting	3526.06
TOTAL	[illegible]46.06

STATE OF NEW JERSEY COUNTY OF CAMDEN
This is a true and certified copy of the
Original Bill of Sale.
Sworn and subscribed before me this 10th
Day of January, 1968.

Ex. LLLL - In evidence at trial.

Ex. MMMM - In evidence at hearing only.

E-1034

ATE
1-17-74

GENERAL MOTORS OVERSEAS OPERATIONS
CHANGE OF STATUS FORM-207A

PLOYE	SOC.SEC. #	EMPL #	SEX	DEPT.LOC.	W/H STATUS
GJ ZIBOLD JR	142-26-5368	99484	M	0122 N	E

ALARY
MONTHLY 1,431.98 ANNUAL 17,184 LAST INCREASE MO.YR. 4-73 AMT. 87 TYPE M

OSITION	CODE	MINIMUM	MAXIMUM
EXP PROD DIST	6S28	928.98	1,431.98

RECOMMENDATION
****

Defendants' Exh. MMMM
p. 1

EW SALARY
MONTHLY .... ANNUAL .... TYPE CHANGE ......

EW POSITION CODE MINIMUM MAXIMUM
....

RANSFER TO
....

EPARATE
LAST DAY WORKED..June 12, 1974..... VACATION ALLOW..25 days........

SEP. CLASS..Class 4...... SEP. ALLOW...................... C.S. DATE 2-54

EASON

Deceased July 29, 1974.

A voluntary payment equal to one month's salary is to be made to his wife, Jane C. Zibold.

FFECTIVE DATE July 30, 1974
....

PTL.INS. HOSP. P.A.INS. RET. SSPP

ECOMMENDED BY
McGuinness 7/29/74
7/29/74

APPROVED BY
DIRECTOR, STAFF OPERATIONS
GENERAL DIRECTOR

FPP 207 PRINTED IN U.S.A.
1M 12-65

E-1035

Ex. NNNN - In evidence at hearing only.

FOREIGN DISTRIBUTORS DIVISION

September 1 19 66

ORIGINAL TO PAY ROLL
WHITE COPY TO
PINK COPY TO GR. INS.
GREEN COPY TO IBM
YELLOW COPY TO AUDITOR

RECOMMENDATION

APPROVAL IS REQUESTED TO		NAME	POSITION	PLANT OR DEPARTMENT	PRESENT SALARY	PROPOSED SALARY	
ADD TO PAYROLL		DATE OF BIRTH:					MO. YR.
TRANSFER OR CHANGE LOCATION OR POSITION	FROM						MO. YR.
	TO						MO. YR.
CHANGE SALARY		GJ ZIBOLD JR		S C SL	743 00	768 00	MO YR
REMOVE FROM PAYROLL							MO.

SUPPLEMENTARY DATA

POSITION CODE

S. NO.
PRESENT
EXEMPT COVERED
RECOMMENDED
SALARY RANGE MIN. MAX.
CONTINUOUS SERVICE DATE

COMPLETE ONLY FOR SEPARATIONS		
	LAST DAY WORKED	VACATION ALLOWANCE
	SEPARATION ALLOWANCE	METHOD OF PAYMENT
	YEARS OF SERVICE	AVERAGE MTHY SALARY OVER LAST MONTHS

REASON FOR RECOMMENDATION

General Salary Increase in accordance with Mr. J. M. Roche's letter #493, dated August 2, 1966.

Defendants Exch. NNNN
p. 1

EFFECTIVE DATE September 1, 1966

RECOMMENDED BY: APPROVED BY:

DEPT. HEAD
RES. COMPT.
PERS. MGR.
MANAG. DIR.

FDP 707
1M 12-65

Printed in U.S.A.

Ex. 0000 - In evidence at hearing only.

E-1036

FOREIGN DISTRIBUTORS DIVISION

January 19, 19 67

ORIGINAL TO PAY ROLL
WHITE COPY TO
PINK COPY TO GR. INS.
GREEN COPY TO IBM
YELLOW COPY TO AUDITOR

RECOMMENDATION

AP[illegible]VAL IS REQUESTED TO		NAME	POSITION	PLANT OR DEPARTMENT	PRESENT SALARY	PROPOSED SALARY
ADD TO PAYROLL		DATE OF BIRTH:				
TRANSFER OR CHANGE LOCATION OR POSITION	FROM	G. J. Zibold		Single Car Sales		
	TO			Single Car Deliveries		
CHANGE SALARY						
REMOVE FROM PAYROLL						

SUPPLEMENTARY DATA

POSITION CODE

S. [illegible]O.

PRESENT

EXEMPT COVERED

RECOMMENDED

SALARY RANGE MIN. MAX.

CONTINUOUS SERVICE DATE

COMPLETE ONLY FOR SEPARATIONS	
LAST DAY WORKED	VACATION ALLOWANCE
SEPARATION ALLOWANCE	METHOD OF PAYMENT
YEARS OF SERVICE	AVERAGE MTHY SALARY OVER LAST MONTHS

REASON FOR RECOMMENDATION

Change in name of department in accordance with the instructions of Mr. E. R. Daum.

Defendants' Exh. 0000
p. 1

EFFECTIVE DATE January 1, 1967

RECOMMENDED BY:

APPROVED BY:

DEPT. HEAD

RES. COMPT.

PERS. MGR.

MANAG. DIR.

Ex. PPPP - In evidence at hearing only.

cl
E-1037

FPP 207 1M 12-55 PRINTED IN U.S.A.

FOREIGN DISTRIBUTORS DIVISION

December 12, 19 67

ORIGINAL TO PAY ROLL
WHITE COPY TO
PINK COPY TO GR. INS.
GREEN COPY TO IBM
YELLOW COPY TO AUDITOR

RECOMMENDATION

APPROVAL IS REQUESTED TO		NAME	POSITION	PLANT OR DEPARTMENT	PRESENT SALARY	PROPOSED SALARY	
ADD TO PAYROLL							MO.
		DATE OF BIRTH:					YR.
TRANSFER OR CHANGE	FROM	GEORGE J. ZIBOLD, JR.	Junior Product Distribution Specialist	Single Car Deliveries	$768.00		MO.
					$9,216.00		YR.
LOCATION OR POSITION	TO		Supervisor Miscellaneous Clerical Funct.	Single Car Deliveries		905.00 mgr ~~$845.00~~	MO.
						~~$10,140.00~~	YR.
CHANGE SALARY							MO.
							YR
REMOVE FROM PAYROLL							MO.

SUPPLEMENTARY DATA

S. S. NO. 142-26-5368

POSITION CODE

PRESENT 5-S-57

EXEMPT ______ COVERED X

RECOMMENDED 6-S-22

SALARY RANGE MIN. $635.00 MAX. $878.00

CONTINUOUS SERVICE DATE February 1, 1954

COMPLETE ONLY FOR SEPARATIONS		
	LAST DAY WORKED	VACATION ALLOWANCE
	SEPARATION ALLOWANCE	METHOD OF PAYMENT
	YEARS OF SERVICE	AVERAGE MTHY SALARY OVER LAST MONTHS

REASON FOR RECOMMENDATION

PROMOTIONAL INCREASE.

Mr. Zibold, is being promoted as shown above.

Defendants' Exh. PPPP
p. 1

EFFECTIVE DATE December 1, 1967

RECOMMENDED BY:

EPT. HEAD

APPROVED BY:

RES. COMPT.

MANAG. DIR. See Payroll Change Authorization-

Ex. QQQQ - In evidnece at hearing only.

E-1038

S.T.

Defendants Exh. QQQQ

p. 1

PERS. 474 REV. 2500-8-53
PRINTED IN U.S.A.

APPLICATION FOR EMPLOYMENT
WITH
GENERAL MOTORS OVERSEAS OPERATIONS
DIVISION OF GENERAL MOTORS CORPORATION

IT IS THE POLICY OF THIS COMPANY IN FILLING VACANCIES, TO DO SO, AS FAR AS POSSIBLE, FROM ITS OWN PERSONNEL.

THIS IS NOT ALWAYS POSSIBLE, THEREFORE PLEASE FILL IN THIS FORM WITH THOROUGHNESS, EXPLAINING POINTS YOU WISH TO STRESS IN DETAIL BY ADDITIONAL NOTES.

IF YOU ARE NOT NOTIFIED WITHIN SIX MONTHS, YOU ARE TO CONSIDER NEGOTIATIONS CLOSED.

SIBOLD

DATE Jan. 29 1954

1. NAME IN FULL George John Sibold Jr.

2. ADDRESS 204-70th Street Guttenberg, N.J.

3. POSITION SOUGHT Mail Clerk SOCIAL SECURITY NO. 142-26-5368

4. HOW SOON CAN YOU ACCEPT A POSITION? as soon as possible

5. LAST SALARY 75 per hour 6. DATE OF BIRTH 6/23/35 7. MARRIED OR SINGLE ~~single~~ Married 2/6/57

8. BOYS' NAMES AND AGES ~~none~~ GIRLS' NAMES AND AGES ~~none~~ Heide A. 6/7/58

Gregory John 12/12/61

9. OTHER DEPENDENTS none

10. NOTIFICATION IN CASE OF EMERGENCY Mrs. Geo. Sibold (NAME)

Mother (RELATIONSHIP) 204-70th St. Guttenberg, N.J. (ADDRESS)

PRESENT EMPLOYMENT

11. IF AT PRESENT EMPLOYED BY GENERAL MOTORS CORPORATION, GIVE NAME AND POSITION OF YOUR SUPERVISING EXECUTIVE

12. IF OTHERWISE EMPLOYED GIVE NAME OF PRESENT EMPLOYER, AND YOUR POSITION

13. IF IN BUSINESS FOR YOURSELF, DESCRIBE THE NATURE OF IT, AND YOUR PART IN IT

14. WHY DO YOU WANT TO CHANGE?

15. EXPERIENCE

EMPLOYER'S NAME	FULL MAILING ADDRESS	YOUR POSITION	IMMEDIATE SUPERIOR	EMPLOYED
Samuel Sapenza	6000 Bergenline Ave W.N.Y., N.J	Salesman	Mr. Sapenza	FROM Dec 12, 1953 TO Dec 26, 1953
	6000 Bergenline Ave West New York-N.J			FROM TO
				FROM TO
				FROM TO
				FROM TO
				FROM TO
				FROM TO

PARTICULAR EXPERIENCE

16. GIVE IN BRIEF OTHER BUSINESS AND PRACTICAL BACKGROUND APPLICABLE TO POSITION SOUGHT None

Defendants Exh. QQQQ

p. 2

EDUCATION

17. HOW FAR DID YOU PROGRESS IN GRAMMAR SCHOOL? 8th grade HIGH SCHOOL? Senior grad.

COLLEGE 0 YRS. ______ (NAME) DEGREE ______ (TYPE) ______ (DATE)

COURSES TAKEN ______

POST GRADUATE ______ YRS. ______ COLLEGE ______ DEGREE ______ DATE ______

18. IF NOT GRADUATED FROM HIGH SCHOOL OR COLLEGE, STATE WHAT EQUIVALENT TRAINING YOU BELIEVE YOU HAVE RECEIVED

None --

REFERENCES

19. GIVE REFERENCES, OTHER THAN RELATIVES OR FORMER EMPLOYERS

NAME	MAILING ADDRESS
√ Mr. Harold Vanderlock	205 - 70th St Guttenberg, N.J.
√ Mr. Adolf Turk	206 - 70th St Guttenberg N.J.
√ Mr. J. Donnelly	c/o Memorial High School W.N.Y., N.J.
Dean of Boys ← - Student -	

SIGNATURE OF FULL NAME George John [illegible]

MAIL ADDRESS—STREET AND NUMBER 204 - 70th St.

CITY, POSTAL UNIT, AND STATE Guttenberg, N.J.

TELEPHONE NUMBER UN-5-0917

Defendants Exh. QQQQ

p. 3

(FILL OUT NEXT PAGE, IF YOU ARE

20. TO BE COMPLETED BY APPLICANTS FOR POSITIONS OUTSIDE THE UNITED STATES

WHAT LANGUAGES DO YOU READ, WRITE, SPEAK, AND HOW WELL? __________

WHERE WERE YOU BORN? __________

YOUR CITIZENSHIP? __________ WIFE'S CITIZENSHIP? __________ WIFE'S FULL NAME __________

IF YOU HAVE LIVED OR TRAVELED ABROAD, GIVE PARTICULARS __________

ARE YOU WILLING TO GO TO ANY PART OF THE WORLD? __________

IF NOT, STATE COUNTRIES IN WHICH YOU WOULD ACCEPT ASSIGNMENT __________

DESCRIBE ANY OTHER QUALIFICATIONS, TRAINING OR EXPERIENCE, WHICH YOU BELIEVE FIT YOU FOR SERVICE WITH GENERAL MOTORS OUTSIDE OF THE UNITED STATES __________

Defendants' Exh QQQQ
p. 4

LEASE-PURCHASE AGREEMENT

Ex RRRR

THIS AGREEMENT made this ______________ day of __________, 19____, between NABCOR INCORPORATED, a Company incorporated under the laws of the Commonwealth of Pennsylvania hereinafter called NABCOR - OF THE FIRST PART AND ______________ hereinafter called "the Lessee" - OF THE SECOND PART. ______________

WHEREAS NABCOR is engaged in the business of leasing motor vehicles, AND WHEREAS the Lessee desires to lease from NABCOR, the motor vehicles described in Schedule "A" hereto and the parties agree with respect to each motor vehicle as is hereinafter set forth. NOW THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants, agreements and conditions hereinafter contained, the parties hereto agree as follows:

1. TERM: ______________ hereby lease to the Lessee and the Lessee leases from ______________, the motor vehicles described in Schedule "A" hereto for a term of ______________ months from the date of delivery of possession of the motor vehicles to the Lessee.

2. RENTAL:

(a) - The monthly rental for the vehicles shall be $______________, which sum shall be payable in advance on the first day of each and every month during the term of this Agreement. NABCOR hereby acknowledges receipt of $______________, in payment of the first month's rental hereunder and further sum of $ ______________, as a security deposit.

(b) - The Lessee during the currency of this lease shall only be entitled to drive each of the said vehicles for a maximum of ______________ miles and in the event of his exceeding the above stated maximum mileage, he shall pay an additional rent for the excess mileage, the sum of ______________ CENT per mile.

3. EQUIPMENT: Each vehicle leased hereunder shall be supplied with Manufacturer's Standard Equipment including heater and directional signals and any other additional equipment which may be specified in Schedule "A".

4. TITLE: Full right, title and ownership of each vehicle leased hereby shall at all times remain vested in NABCOR, and the Lessee covenants that no act shall be done to encumber, convert, abandon, pledge, sell, conceal, assign, hire, sub-lease, lend, place in jeopardy of confiscation, or in any other manner deal with any such vehicles so as to defeat, prejudice, or impair NABCOR'S interest therein during the term for which any such vehicle is leased hereunder. The Lessee hereby agrees to indemnify and save harmless NABCOR from any loss or damage which NABCOR may sustain as a result of any of the foregoing acts. Vehicles will be licensed and registered in the name of NABCOR and/or its nominee, and there will be no charge to the Lessee for such licenses. Renewal of license plates will be at the expense of the Lessee.

5. INSURANCE: It is a condition of this agreement that the Lessee and the operator of each vehicle leased hereby, be acceptable, and continue to be acceptable, to a reputable Insurance Company for the coverage hereinafter referred to. It is a further condition of this Agreement that LESSEE must have coverages A, B, and C, as set forth below in this paragraph. Furthermore where it is required by the laws of any state where LESSEE may operate the leased vehicle, LESSEE must as a condition of this Agreement obtain such insurance as may be required. NABCOR shall, at its expense, if the Lessee and its operator of each vehicle leased hereby are acceptable to the Insurance Company, secure from a reputable Insurance Company and maintain in respect of each vehicle the insurance described below:

(a) - Legal liability of NABCOR, LESSEE, and any authorized operator as hereinafter provided, for bodily injury or death, including passenger hazard, or damage to property of others, subject to a limit in respect of any one accident of $200,000.00, (inclusive coverage), regardless of the number of claims arising from any one accident.

(b) - Loss from fire, theft and miscellaneous perils (wind storms, floods, falling objects, etc.), on the actual cash value of the insured vehicle at the time of loss or damage, $50.00 deductible.

(c) - Damage to the insured vehicle (collision), with $100.00 deductible from each separate claim to be paid by the Lessee to NABCOR within ten (10) days of receipt of invoice therefor.

(d) - A non-owned automobile legal liability policy covering the liability of LESSEE for any liability they may have for bodily injury and property damage claims subject to a limit of liability of $200,000.00 inclusive per accident arising out of the use or operation of any motor vehicle leased from NABCOR. If the foregoing coverage is at any time during the life of this Agreement, for any reason, cancelled in whole or in part, the right to the possession, use and operation of each leased vehicle affected by such cancellation, whether by the Lessee or by any other person permitted use and operation under the terms of this Agreement, shall cease upon the day prior to the effective date of such cancellation - unless prior to the effective date of such cancellation, the same coverage can be secured from another reputable company - and each vehicle shall forthwith be immobilized pending written instructions from NABCOR or until another insurance as aforesaid can be obtained. LESSEE shall be notified in writing within ten (10) days of receipt of notice of cancellation of the foregoing insured coverage.

The Lessee covenants with NABCOR that each vehicle leased hereunder shall be used and operated in compliance with the terms and conditions of the policy or policies of insurance whereby the aforesaid coverage is secured. Without limiting the generality of the foregoing, the Lessee and other drivers permitted hereunder must not drive or operate any vehicle or suffer, allow or connive at the use of or operation of any vehicle while under the influence of intoxicating liquor or drugs, to such an extent that he is not capable of proper control of the vehicle or while his ability to drive is impaired by alcohol or any drug. The Lessee agrees to indemnify and save harmless NABCOR in respect of any and all claims, actions, judgements and costs arising out of the use of and operation of each vehicle leased hereunder to the full extent of ______________ liability in respect of which NABCOR shall not be, in fact indemnified by the insurance coverage. In the event of any accident involving any of the vehicles, the Lessee or the Lessee's agent will communicate immediately with NABCOR at ______________ and forthwith forward an accident report. The Lessee will admit no liability. Insurer's adjuster will take full charge and direct vehicle for repairs.

6. OPERATION AND USE OF VEHICLES - Each vehicle leased hereunder shall be used for the normal and usual purposes of a passenger motor vehicle or truck, as the case may be, in the business of the Lessee and, in the case of a passenger motor vehicle, may be used by employees of the Lessee and members of the immediate family of such employees, for any and all proper and lawful purposes; provided that nothing in this paragraph shall derogate from the liability of the Lessee for any use and operation of each vehicle leased hereunder in breach of any of the terms and conditions of the insurance policy or policies intended to cover NABCOR'S liability as owner and that each vehicle leased hereunder shall be lawfully operated according to the laws of any jurisdiction to which the use and operation thereof may at any time be subject, the Lessee hereby agreeing to indemnify and save harmless NABCOR of and from any and all fines or penalties levied or imposed in respect of the use and operation of each vehicle.

7. RETURN OF VEHICLES - The Lessee, upon the expiration of the term of lease of each vehicle, shall deliver such vehicle to NABCOR at ______________ in the same condition as when received by the Lessee, except for the normal wear and tear incident to prudent use of each vehicle, properly maintained and accident free. Upon re-delivery of each vehicle to NABCOR, any body or paint work, replacement of glass, or other repairs for which NABCOR would not be liable by the provisions hereof, shall be done at the expense of the Lessee, by NABCOR. LESSEE has the further right, upon relinquishing his security deposit to NABCOR and upon payment of one dollar ($1.00) and other valuable consideration, to elect to take title, free and clear of all encumbrances, to himself or his nominee.

8. DEFAULT AND TERMINATION -

(A) (1) - In the event of default of the Lessee in the payment of any instalment of rental at the time or times required to be made hereunder, or if there be default breach or non-observance by the Lessee at any time in respect of any covenant, provision, condition or reservation herein contained, which on the part of the Lessee ought to be observed or performed, or (2) If the Lessee shall make an assignment for the benefit of creditors, or becoming bankrupt or insolvent debtors, or make a sale in bulk or bulk sale of its assets or in the case of the Lessee being an incorporated company if any petition is filed or presented for the winding up of the Lessee, or if the Lessee shall permit any of its assets to be seized under a writ of Execution or other process of law, or shall allow any judgement against it to remain unsatisfied for more than fifteen (15) days without stay of execution being obtained, then and upon the happening of any of the events in paragraph 8 (A) sub-paragraphs (1) and (2) hereof, this agreement may at the option of NABCOR be immediately terminated, whereupon the Lessee shall at its expense re-deliver to NABCOR each vehicle leased hereunder.

(B) (1) - In the event of default of the Lessee in payment of any instalment of rental at the time or times required to be made hereunder, or upon the happening of any of the events in paragraph 8 (A) sub-paragraph (2) hereof, the unbalance for the unexpired portion of the applicable Lease Term of each vehicle hereunder shall become due and payable by the Lessee to NABCOR. (2) - Upon the exercise by NABCOR of its power of termination: The Lessee agrees to pay to NABCOR the unpaid balance for the unexpired portion of the applicable term of each vehicle leased hereunder as liquidated damages for sales, finance, depreciation and administrative costs and expenses allocated to the uninterrupted completion of this agreement; and any prepaid rent received by NABCOR shall be credited to the amount payable hereunder by the Lessee. NABCOR may at any time thereafter without notice, take possession of each vehicle delivered to the Lessee under this agreement without process of law, and the Lessee hereby authorizes and empowers NABCOR, its agents, servants, or representatives to enter any of the Lessee's lands or premises, or any other place or places where any vehicle may be found for the purpose of taking immediate possession thereof and NABCOR shall not be liable for the retaking of possession and the Lessee shall pay the costs of such repossession including transportation and storage charges.

DRAFT

[illegible] part of the monies and claims for monies due and to become due to the Lessor under, [illegible] written notice of such assignment. LESSEE shall obey by such assignment and, if therein directed, will pay to [illegible] LESSEE agrees that LESSEE'S obligation to pay said monies to the assignee shall be absolute and unconditional and not be subject to any defense or offset, and said obligation shall continue unless and until Lessee shall have received a written notice from the assignee that all indebtedness secured by such assignment has been paid in full. The assignee shall have no obligations or liability by reason of or arising out of such assignment, nor shall the assignee be required or obligated in any manner to perform or fulfill any obligations of the Lessor under this Lease. LESSEE agrees that he will sign and execute any sublease lease, chattel mortgage, or other security agreement either together with, or without NADCOR upon any or all of the vehicles leased hereunder, and that LESSEE'S right hereunder shall at all times be subject, junior and subordinate in all respects, to the rights and remedies of the holder of said liens. Lessor covenants that any such liens upon vehicles leased hereunder will provide that, so long as LESSEE shall not be in default in the payment of any monies due hereunder which have been assigned, LESSEE shall be entitled to possess and use said vehicles and the lien holder shall not exercise its rights of remedies of repossession or recapture.

10. CHOICE OF LAW AND INTEGRATION - This agreement shall be construed according to the laws of the Commonwealth of Pennsylvania. If, however, any provision herein in any way contravenes the laws of any province, or jurisdiction where this agreement is to be performed, such provisions shall be deemed not to form a part of this agreement, but such an event shall not void or affect any remaining provision of this agreement. Time shall be of the essence of this agreement.

This Agreement, and Schedule "A" constitute the entire contract between the parties hereto; it is agreed that no representations, warranties, or conditions, written or oral, express or implied by statute or the common laws, not contained herein, shall vary, modify, or extinguish any of the rights, duties, privileges, immunities, powers or disabilities of either of the parties hereto, herein provided. Where the word "vehicles" is used hereunder and the context indicates that the singular is applicable, the word "vehicles" shall be deemed to mean "vehicle."

Any notice required herein shall be delivered to NADCOR at its address, ____________________, and to the Lessee at ____________________

IN WITNESS WHEREOF the parties hereto have executed in duplicate this agreement, this __________ day of __________, 19____

LESSEE ____________________

WITNESS ____________________ PER ____________________

PER ____________________

LESSEE ____________________

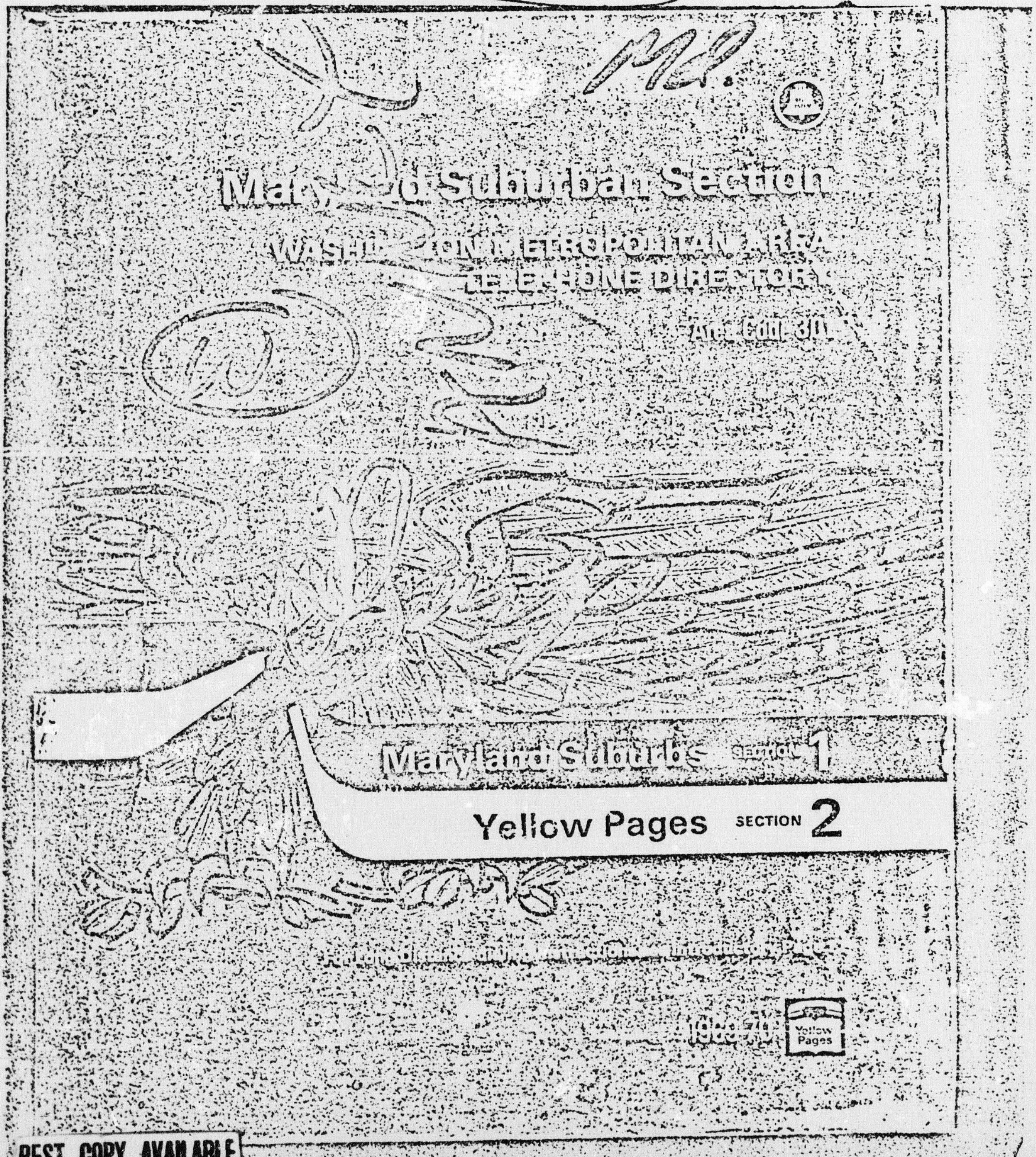
PER ____________________

SCHEDULE "A"

*Description of motor vehicles, additional equipment and accessories.

MAKE	SERIAL NO.	MOTOR NO.	RENT	ADDITIONAL EQUIPMENT	OTHER

DEFENDANT'S EXH. No. SSSS
Marked for ID
Rec'd in Evidence 10/13/76
Page 1



Md.

Maryland Suburban Section

WASHINGTON METROPOLITAN AREA
TELEPHONE DIRECTORY

Area Code 301

Maryland Suburbs SECTION 1

Yellow Pages SECTION 2

[illegible]

1969-70

BEST COPY AVAILABLE

DEFENDANT'S EXH. No. 5555
Marked for ID
Rec'd in Evidence
Page ✓

emergency numbers

	Montgomery County	Prince Georges County	Other Localities
fire & rescue	424-3111	864-1122	(enter here)
police	762-1000	444-1111 Baden or Brandywine 782-7787 Belair or Bowie 464-1200	(enter here)

doctor
office____________________
home____________________
[write your doctor's numbers here]

FBI [Federal Bureau of Investigation] — Baltimore, Md. — 301-LE 9-6700

Maryland State Police		
	Greenbelt	345-3101
	Rockville	424-2101
	Upper Marlboro	627-2511
	Waldorf	843-6227
	Waterloo	776-6719

U.S. Coast Guard - search & rescue	393-6400
U.S. Park Police	381-7411
U.S. Secret Service	EX 3-6400

▶ or dial "OPERATOR" in any emergency and say for example
"I want to report a fire at—" or
"I want a policeman at—."
If you cannot stay at the telephone, tell the "OPERATOR" the exact location where help is needed.

Anonymous and Annoying Callers—It is a criminal offense under Maryland and Federal laws for any person to make use of telephone facilities and equipment for:

Anonymous Calls—If in a manner reasonably expected to annoy, abuse, torment, harass, or embarrass one or more persons.

Repeated Calls—If with intent to annoy, abuse, torment, harass, or embarrass one or more persons.

Any Comment—Request, suggestion, or proposal which is obscene, lewd, lascivious, filthy or indecent.

These offenses are punishable by fine and/or imprisonment. In addition, under Federal law it is also a criminal offense for anyone who knowingly permits any telephone under his control to be used in Interstate or Foreign communications for any of the purposes noted above.

The Telephone Company will assist its customers in cases of this type. Just call your local Company business office.

emergency calls on party lines—warning: State law requires you to hang up the receiver of a party line telephone immediately when told the line is needed for an emergency fire or police call or for medical aid or ambulance service. It is also unlawful to take over a party line by stating falsely that the line is needed for an emergency. The law defines an "emergency" as a situation in which property or human life is in jeopardy and the prompt summoning of aid is essential.

Corrected through August 11, 1969

Copyright, 1969, Chesapeake & Potomac Telephone Co. of Maryland

M

(To remove — cut along perforation)

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Page 3

[illegible]

repair service — dial 611

operator assistance — dial "operator"

directory assistance
local — dial 411
long distance—dial area code + 555-1212

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buried cable locations 3
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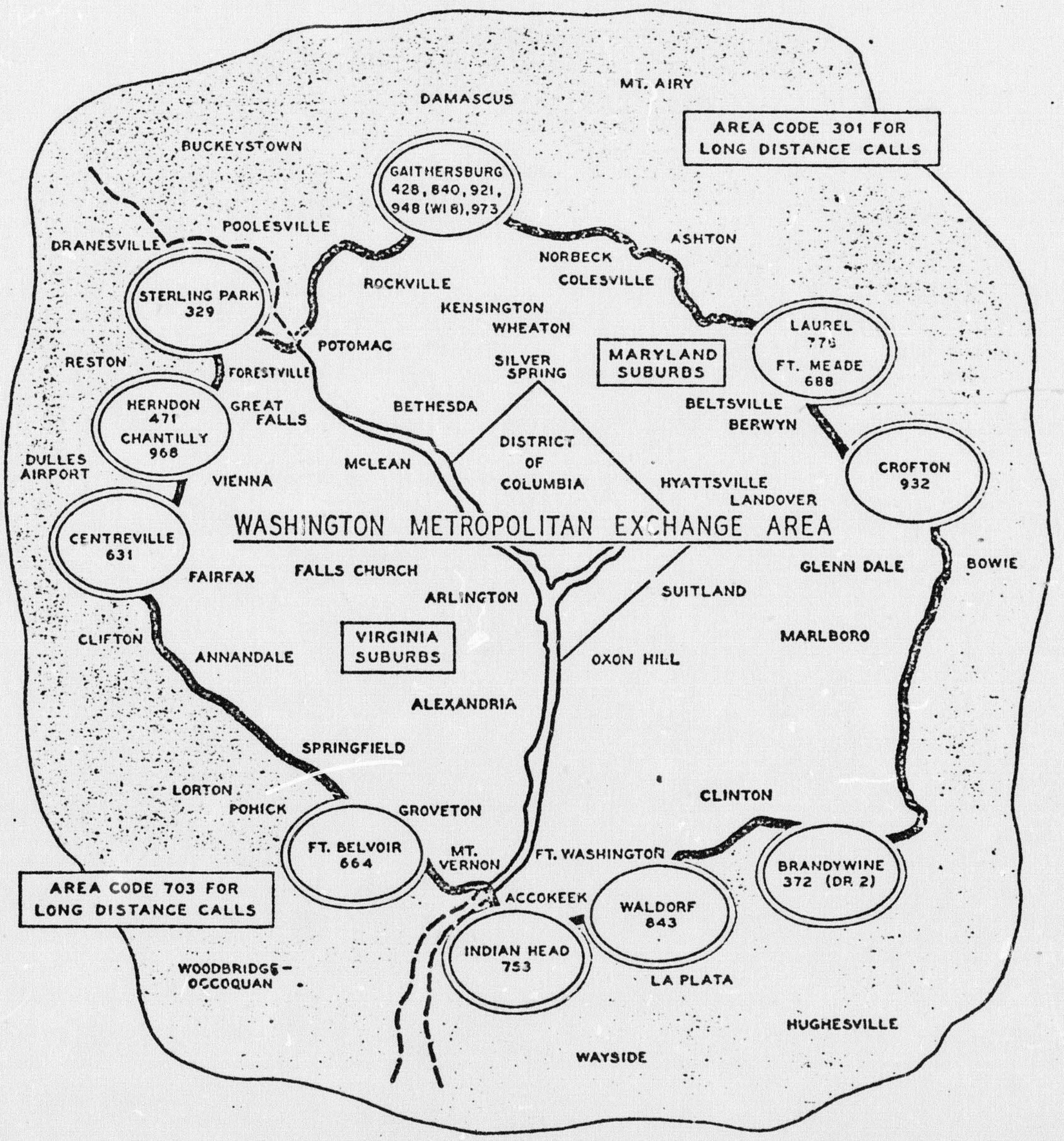
Page 4

Maryland suburban local calling area - all phones in white spaces below are local to each other

(See pages 8-9 for list of localities and central office prefixes.)


DAMASCUS
MT. AIRY
AREA CODE 301 FOR LONG DISTANCE CALLS
BUCKEYSTOWN
GAITHERSBURG 428, 840, 921, 948 (WI 8), 973
POOLESVILLE
ASHTON
DRANESVILLE
NORBECK
STERLING PARK 329
ROCKVILLE
COLESVILLE
KENSINGTON
WHEATON
LAUREL 776 FT. MEADE 688
POTOMAC
RESTON
FORESTVILLE
SILVER SPRING
MARYLAND SUBURBS
HERNDON 471 CHANTILLY 968
GREAT FALLS
BETHESDA
BELTSVILLE
BERWYN
DISTRICT OF COLUMBIA
DULLES AIRPORT
VIENNA
McLEAN
CROFTON 932
HYATTSVILLE
LANDOVER
WASHINGTON METROPOLITAN EXCHANGE AREA
CENTREVILLE 631
FAIRFAX
FALLS CHURCH
GLENN DALE
BOWIE
ARLINGTON
SUITLAND
CLIFTON
VIRGINIA SUBURBS
MARLBORO
ANNANDALE
OXON HILL
ALEXANDRIA
SPRINGFIELD
LORTON
POHICK
GROVETON
CLINTON
FT. BELVOIR 664
MT. VERNON
FT. WASHINGTON
BRANDYWINE 372 (DR 2)
AREA CODE 703 FOR LONG DISTANCE CALLS
ACCOKEEK
WALDORF 843
INDIAN HEAD 753
WOODBRIDGE-OCCOQUAN
LA PLATA
HUGHESVILLE
WAYSIDE

E-1048

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local calls

how to dial places shown on the map

all calls between phones located in the white spaces on the map are made by dialing the listed number. This includes calls to and from phones having the particular central office prefixes shown in the ovals.

some customers, near the edge of the Washington Metropolitan Exchange Area, can call particular phones located beyond the boundary. The details covering these calls are given on the following page.

(Calls not covered here or on pages 4-7 are Long Distance. See pages 10-11 for Area Code instructions.)

service and other calls:

repair service	611
directory assistance (for numbers not found in this book.)	411
business offices	(page 15)
time	844-2525
weather	936-1212
architects and builders services	392-3844
BELLBOY repair service	638-3297
buried cable locations—D. C.	526-9904
Md.	559-9900
Va.	528-9911
yellow pages service	637-9900
zip code maps & information	(yellow pages 3-4)

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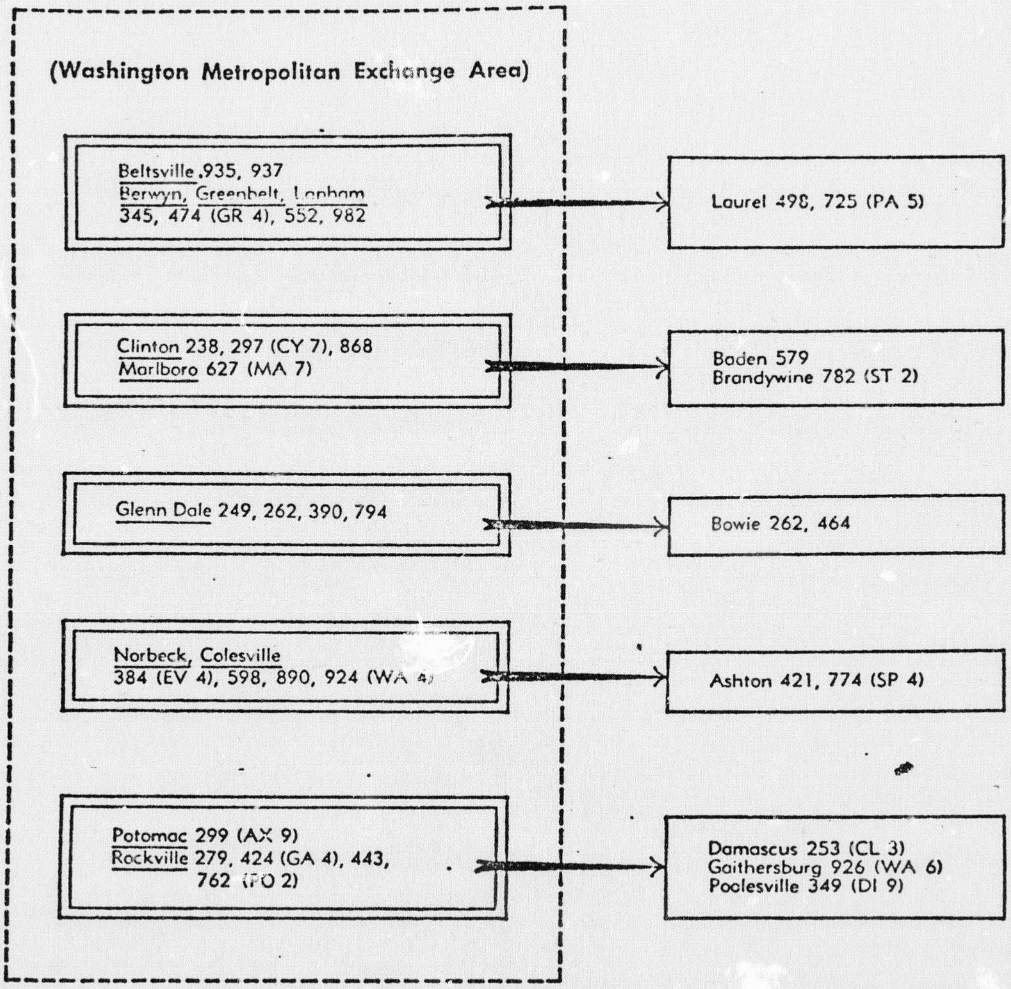
Page 6

- In addition to the calls covered on pages 2-3, the phones below can call phones having the particular central office prefixes indicated by the arrows.
- Dial the listed number.



(Washington Metropolitan Exchange Area)

Beltsville 935, 937
Berwyn, Greenbelt, Lanham
345, 474 (GR 4), 552, 982
→ Laurel 498, 725 (PA 5)

Clinton 238, 297 (CY 7), 868
Marlboro 627 (MA 7)
→ Baden 579
Brandywine 782 (ST 2)

Glenn Dale 249, 262, 390, 794
→ Bowie 262, 464

Norbeck, Colesville
384 (EV 4), 598, 890, 924 (WA 4)
→ Ashton 421, 774 (SP 4)

Potomac 299 (AX 9)
Rockville 279, 424 (GA 4), 443,
762 (PO 2)
→ Damascus 253 (CL 3)
Gaithersburg 926 (WA 6)
Poolesville 349 (DI 9)

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local calls

how to dial local calls from phones outside the Washington metropolitan exchange area

- The phones below can make local calls to the phones having the particular central office prefixes indicated by the arrows - -
- Dial the listed number.

Ashton 421, 774 (SP 4) → Norbeck, Colesville 384 (EV 4), 598, 890, 924 (WA 4)

Baden 579
Brandywine 782 (ST 2) → Brandywine 372 (DR 2)
Waldorf 645 (MI 5), 843
Ø → Clinton 238, 297 (CY 7), 868
Marlboro 627 (MA 7)

Ø Dial "9" plus listed number

Brandywine ★372 (DR 2) → Washington Metropolitan Exchange Area
Ø → Baden 579
Brandywine 782 (ST 2)
Waldorf 843

Ø Dial "9" plus listed number

Bowie 464 → Glenn Dale 249, 262, 390, 79
Crofton 932

Crofton ★932 → Bowie 464

★Phones having this prefix can make local calls to (or be called from) ALL Wash. Met. Exchange Area phones.

(Continued on [illegible]

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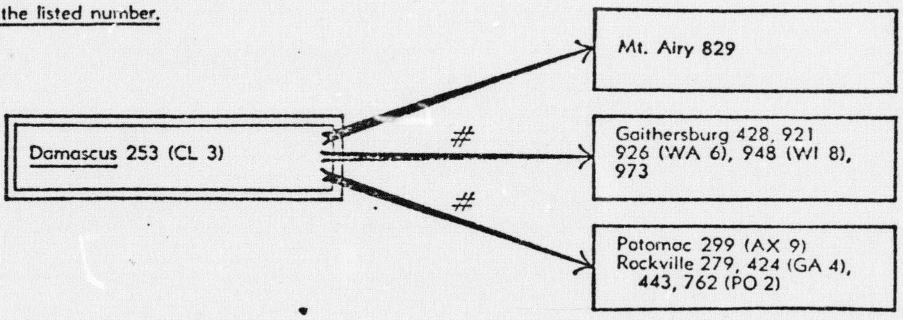
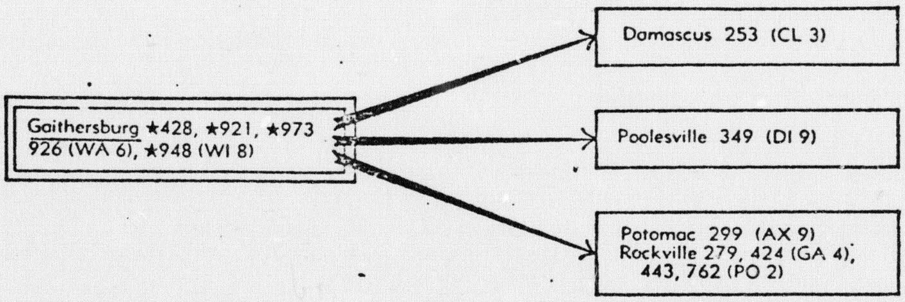
Page 8

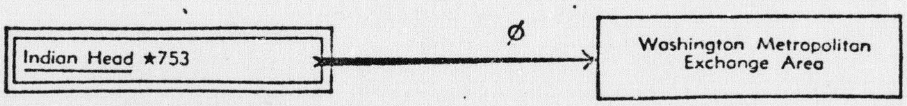
how to dial local calls from phones outside the Washington metropolitan exchange area

- The phones below can make local calls to the phones having the particular central office prefixes indicated by the arrows - -
- Dial the listed number.


Damascus 253 (CL 3)
Mt. Airy 829
#
Gaithersburg 428, 921
926 (WA 6), 948 (WI 8),
973
#
Potomac 299 (AX 9)
Rockville 279, 424 (GA 4),
443, 762 (PO 2)

Dial "6" plus listed number


Gaithersburg ★428, ★921, ★973
926 (WA 6), ★948 (WI 8)
Damascus 253 (CL 3)
Poolesville 349 (DI 9)
Potomac 299 (AX 9)
Rockville 279, 424 (GA 4),
443, 762 (PO 2)


Indian Head ★753
ø
Washington Metropolitan
Exchange Area

★Phones having this prefix can make local calls to (or be called from) ALL Wash. Met. Exchange Area phones.

ø Dial "9" plus listed number

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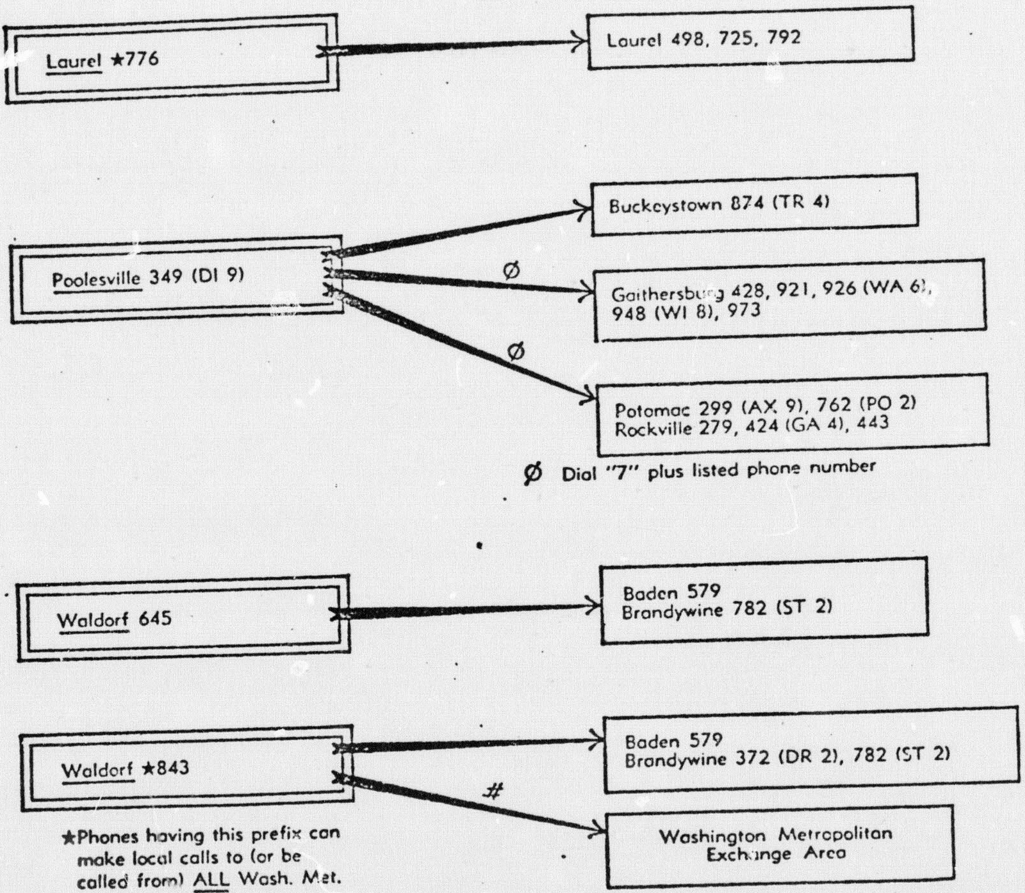
local calls

how to dial local calls from phones outside the Washington metropolitan exchange area

- The phones below can make local calls to the phones having the particular central office prefixes indicated by the arrows - -
- Dial the listed number.



Laurel ★776 → Laurel 498, 725, 792

Poolesville 349 (DI 9) → Buckeystown 874 (TR 4)

Poolesville 349 (DI 9) → Ø Gaithersburg 428, 921, 926 (WA 6), 948 (WI 8), 973

Poolesville 349 (DI 9) → Ø Potomac 299 (AX 9), 762 (PO 2) Rockville 279, 424 (GA 4), 443

Ø Dial "7" plus listed phone number

Waldorf 645 → Baden 579 Brandywine 782 (ST 2)

Waldorf ★843 → Baden 579 Brandywine 372 (DR 2), 782 (ST 2)

Waldorf ★843 → # Washington Metropolitan Exchange Area

★Phones having this prefix can make local calls to (or be called from) ALL Wash. Met. Exchange Area phones.

Dial "2" plus listed phone number

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central office locations in the Washington metropolitan exchange area

central office	location
223 -	Washington (Dwntn)
224 (CA 4)	U. S. Capitol
225 -	U. S. Capitol
229 -	Bethesda, Md.
232 (AD 2)	Washington (N.W.)
234 (AD 4)	Washington (N.W.)
238 -	Clinton, Md.
244 -	Washington (N.W.)
248 (CH 8)	Oxon Hill, Md.
249 -	Glenn Dale, Md.
256 (CL 6)	Annandale, Va.
262 -	Glenn Dale, Md.
265 (CO 5)	Washington (N.W.)
269 -	Washington (Dwntn)
270 -	Takoma Park, Md.
273 (CR 3)	Fairfax, Va.
274 -	Dept. of Defense
277 (AP 7)	Hyattsville, Landover, Md.
279 -	Rockville, Md.
280 -	Fairfax, Va.
281 -	Vienna, Va.
283 (BU 3)	Accokeek, Md.
291 -	Washington (N.W.)
292 -	Ft. Wash., Md.
293 -	Washington (Dwntwn)
295 -	Bethesda, Md.
296 -	Washington (Dwntn)
297 (CY 7)	Clinton, Md.
298 -	Washington (N.W.)
299 (AX 9)	Potomac, Md.
320 -	Bethesda, Md.
321 -	Annandale, Va.
322 -	Landover, Md.
331 -	Washington (N.W.)
332 (DE 2)	Washington (N.W.)
333 (FE 3)	Washington (N.W.)
336 -	Seat Pleasant, Md.
337 (FE 7)	Washington (N.W.)
338 (FE 8)	Washington (N.W.)
341 -	Landover, Md.
343 -	Washington (Dwntn)
345 -	Berwyn, Greenbelt, Md.
347 (DI 7)	Washington (Dwntn)
351 -	McLean, Va.
354 (FL 4)	Springfield, Va.
356 (EL 6)	McLean, Va.
360 -	Mt. Vernon, Va.
362 (EM 2)	Washington (N.W.)
363 (EM 3)	Washington (N.W.)
365 (EM 5)	North Bethesda, Md.
370 -	Alexandria, Va.
381 (DU 1)	Washington (Dwntn)
382 (DU 2)	Washington (Dwntn)
383 (DU 3)	Washington (Dwntn)
384 (EV 4)	Norbeck, Colesville, Md.
385 (DU 5)	Vienna, Va.
386 (DU 6)	Washington (Dwntn)
387 (DU 7)	Washington (N.W.)
388 (DU 8)	Washington (Dwntn)
389 (DU 9)	Washington (Dwntn)
390 -	Glenn Dale, Md.
391 -	Alexandria, Va.
392 (EX 2)	Washington (Dwntn)
393 (EX 3)	Washington (Dwntn)
395 -	White House
396 (EX 6)	Washington (N.E.)
397 -	Washington (N.E.)
398 -	Washington (N.E.)
399 -	Washington (N.E.)
420 -	Suitland, Md.
422 (HA 2)	Chillum, Langley Park, Md.
423 -	Marlow Hts., Md.
424 (GA 4)	Rockville, Md.
427 (HA 7)	Kensington, Wheaton, Md.
431 (HE 1)	Langley Park, Md.
434 (HE 4)	Langley Park, Md.
436 -	Hyattsville, Md.
439 (HE 9)	Langley Park, Md.
440 -	Suitland, Md.
443 -	Rockville, Md.
445 -	Langley Park, Md.
449 (HI 9)	Camp Springs, Md.
451 -	Springfield, Va.
454 -	College Park, Md.
456 -	Washington (Dwntn)
459 -	Lanham, Md.
460 -	Kensington, Md.
461 -	Fairfax, Va.
462 (HO 2)	Washington (N.W.)
466 -	Washington (Dwntn)
469 -	Potomac, North Bethesda, Md.
474 (GR 4)	Berwyn, Greenbelt, Md.
481 (HU 1)	Falls Church, Va.
483 (HU 3)	Washington (N.W.)
484 -	Washington (S.W.)
485 -	Washington (Dwntn)
493 -	Kensington, Wheaton, Md.
495 -	Silver Spring, Md.
496 -	Bethesda, Md.
521 -	Arlington, Va.
522 (JA 2)	Arlington, Va.
524 (JA 4)	Arlington, Va.
525 (JA 5)	Arlington, Va.
526 (LA 6)	Washington (N.E.)
527 (JA 7)	Arlington, Va.
528 (JA 8)	Arlington, Va.
529 (LA 9)	Washington (N.E.)
530 -	Potomac, North Bethesda, Md.
532 (JE 2)	Falls Church, Va.
533 (JE 3)	Falls Church, Va.
534 (JE 4)	Falls Church, Va.
536 (KE 6)	Arlington, Va.
537 (KE 7)	Washington (N.W.)
538 (KE 8)	Arlington, Va.
541 -	Washington (Uptn)
543 (LI 3)	Washington (N.E.-S.E.)
544 (LI 4)	Washington (N.E.-S.E.)
545 (LI 5)	The Pentagon
546 (LI 6)	Washington (N.E.-S.E.)
547 (LI 7)	Washington (N.E.-S.E.)
548 (KI 8)	Alexandria, Va.
549 (KI 9)	Alexandria, Va.
552 -	Berwyn, Lanham, Md.
554 -	Washington (S.W.)
557 -	Gen. Services Adm.
558 -	Arlington, Va.
559 -	Chillum, Md.
560 -	Falls Church, Va.
561 (JO 1)	Washington (S.E.)
562 (JO 2)	Washington (S.E.)
563 (JO 3)	Washington (S.E.)
564 (LO 4)	Kensington, Wheaton, Md.
565 (LO 5)	Kensington, Wheaton, Md.
567 (LO 7)	Oxon Hill, Ft. Wash., Md.
568 (JO 8)	Suitland, Md.
569 -	Alexandria, Va.
572 -	Silver Spring, Md.
573 -	Merrifield, Va.
574 -	Washington (S.W.)
576 -	Washington (N.W.)
577 -	Lanham, Md.
578 -	Alexandria, Va.
581 (LU 1)	Washington (S.E.)
582 (LU 2)	Washington (S.E.)
583 (LU 3)	Washington (S.E.)
584 (LU 4)	Washington (S.E.)
585 (JU 5)	Silver Spring, Md.
587 (JU 7)	Silver Spring, Md.
588 (JU 8)	Silver Spring, Md.
589 (JU 9)	Silver Spring, Md.
591 -	Fairfax, Va.
593 -	Silver Spring, Md.
598 -	Norbeck, Colesville, Md.
599 -	Clinton, Md.
622 (MA 2)	Silver Spring, Md.
624 -	Washington (Dwntn)
625 -	Washington (Dwntn)
626 -	Washington (N.E.)
627 (MA 7)	Marlboro, Md.
628 (NA 8)	Washington (Dwntn)
629 -	Washington (Dwntn)

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local calls

central office locations in the Washington metropolitan exchange area

central office	location	central office	location	central office	location
630 -	Oxon Hill, Md.	759 (PL 9)	Forestville, Gt. Fls., Va.	924 (WA 4)	Norbeck, Colesville, Md.
631 -	Fairfax, Va.	762 (PO 2)	Rockville, Md.	925 (WA 5)	Seat Pleasant, Md.
632 -	Washington (Dwntn)	763 -	Suitland, Md.	927 (WA 7)	Hyattsville, Md.
637 -	Washington (Dwntn)	765 (SO 5)	Groveton, Va.	929 -	Kensington, Wheaton, Md.
638 (ME 8)	Washington (Dwntn)	767 -	Washington (S.W.)	931 (WE 1)	Alexandria, Va.
641 -	Arlington, Va.	768 (SO 8)	Alexandria, Groveton, Va.	933 -	Kensington, Wheaton, Md.
649 -	Kensington, Wheaton, Md.	772 (SP 2)	Landover, Md.	935 (WE 5)	Beltsville, Md.
652 (OL 2)	Bethesda, Md.	773 (SP 3)	Landover, Md.	936 -	WEATHER Service
654 (OL 4)	Bethesda, Md.	779 -	Hyattsville, Md.	937 -	Beltsville, Md.
655 -	Washington (S.W.)	780 -	Mt. Vernon, Va.	938 (WE 8)	Vienna, Va.
656 (OL 6)	Bethesda, Md.	783 (ST 3)	Washington (Dwntn)	941 -	Annandale, Va.
657 -	Bethesda, Md.	794 -	Glenn Dale, Md.	942 (WH 2)	Kensington, Wheaton, Md.
659 -	Washington (Dwntn)	797 -	Washington (N.W.)	946 (WH 6)	Kensington, Wheaton, Md.
667 (NO 7)	Washington (N.W.)	820 -	Falls Church, Va.	949 -	Kensington, Wheaton, Md.
671 (OR 1)	Arlington, Va.	821 -	McLean, Va.	960 -	Groveton, Va.
676 -	Washington (Dwntn)	829 (TA 9)	Washington (N.W.)	961 (WO 1)	Washington (Dwntn)
681 -	Silver Spring, Md.	832 -	Washington (N.E.)	962 (WO 2)	Washington (Dwntn)
683 (OV 3)	Alexandria, Va.	833 -	Washington (Dwntn)	963 (WO 3)	Washington (Dwntn)
684 (OT 4)	Arlington, Va.	835 -	Washington (Dwntn)	964 (WO 4)	Washington (Dwntn)
691 -	Fairfax, Va.	836 (TE 6)	Alexandria, Va.	965 -	Washington (N.W.)
692 -	Dept. of Defense	839 -	Oxon Hill, Md.	966 (WO 6)	Washington (N.W.)
693 -	" " "	844 -	TIME of Day Service	967 (WO 7)	Washington (Dwntn)
694 (OX 4)	" " "	857 -	Washington (Dwntn)	971 -	Alexandria, Va.
695 (OX 5)	" " "	860 -	Arlington, Va.	974 -	Alexandria, Va.
696 (OX 6)	" " "	864 (UN 4)	Hyattsville, Md.	978 -	Fairfax, Va.
697 (OX 7)	" " "	868 -	Clinton, Md.	981 -	Andrews Air Force Base, Md.
698 -	Falls Church, Va.	871 -	Kensington, Wheaton, Md.	982 -	Berwyn, Greenbelt, Md.
723 (RA 3)	Washington (N.W.)	881 -	North Bethesda, Md.	986 -	Bethesda, Md.
726 (RA 6)	Washington (N.W.)	882 (TU 2)	Washington (N.W.)	995 -	Bethesda, Md.
735 (RE 5)	Suitland, Md.	890 -	Fairland, Md.		
736 (RE 6)	Suitland, Md.	893 (TW 3)	Falls Church, Va.		
737 (RE 7)	Washington (Dwntn)	894 -	Oxon Hill, Md.		
750 -	Annandale, Va.	899 -	Marlow Hts., Md.		
751 -	Annandale, Va.	920 -	Arlington, Va.		
755 -	Washington (S.W.)				

nearby central office locations listed in this directory but outside of the Washington metropolitan exchange area

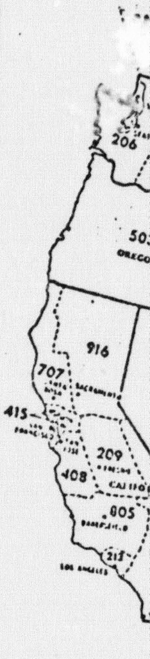
253 -	Damascus, Md.	★471 -	Herndon, Reston, Va.	★753 -	Indian Head, Md.
278 (BR 8)	Centreville, Clifton, Va.	#491 -	Woodbridge, Va.	774 (SP 4)	Ashton, Md.
★329 -	Sterling Park, Va.	#494 (GY 4)	Woodbridge, Va.	★776 -	Laurel, Md.
339 (ED 9)	Lorton, Pohick, Va.	498 -	Laurel, Md.	781 -	Ft. Belvoir, Va.
349 (DI 9)	Poolesville, Md.	579 -	Baden, Md.	782 (ST 2)	Brandywine, Md.
★372 (DR 2)	Brandywine, Md.	★631 -	Centreville, Va.	792 -	Laurel, Md.
378 -	Chantilly, Va.	645 (MI 5)	Waldorf, Md.	830 -	Centreville, Va.
421 -	Ashton, Md.	ø661 -	Dulles Airport, Va.	★840 -	Gaithersburg, Md.
★428 -	Gaithersburg, Md.	★664 -	Fort Belvoir, Va.	★843 -	Waldorf, Md.
430 -	Sterling Park, Va.	★688 -	Ft. Meade, Md.	★921 -	Gaithersburg, Md.
437 -	Herndon, Reston, Va.	#690 -	Lorton, Pohick, Va.	926 (WA 6)	Gaithersburg, Md.
455 -	Fort Belvoir, Va.	725 (PA 5)	Laurel, Md.	★932 -	Crofton, Md.
464 -	Bowie, Md.			★948 (WI 8)	Gaithersburg, Md.
				★968 -	Chantilly, Va.
				★973 -	Gaithersburg, Md.

★Phones with this central office prefix can make local calls to (or be called from) ALL Washington Met. Exchange Area phones.

#Served by Commonwealth Telephone Company of Virginia.

øServed by Piedmont Telephone Company.

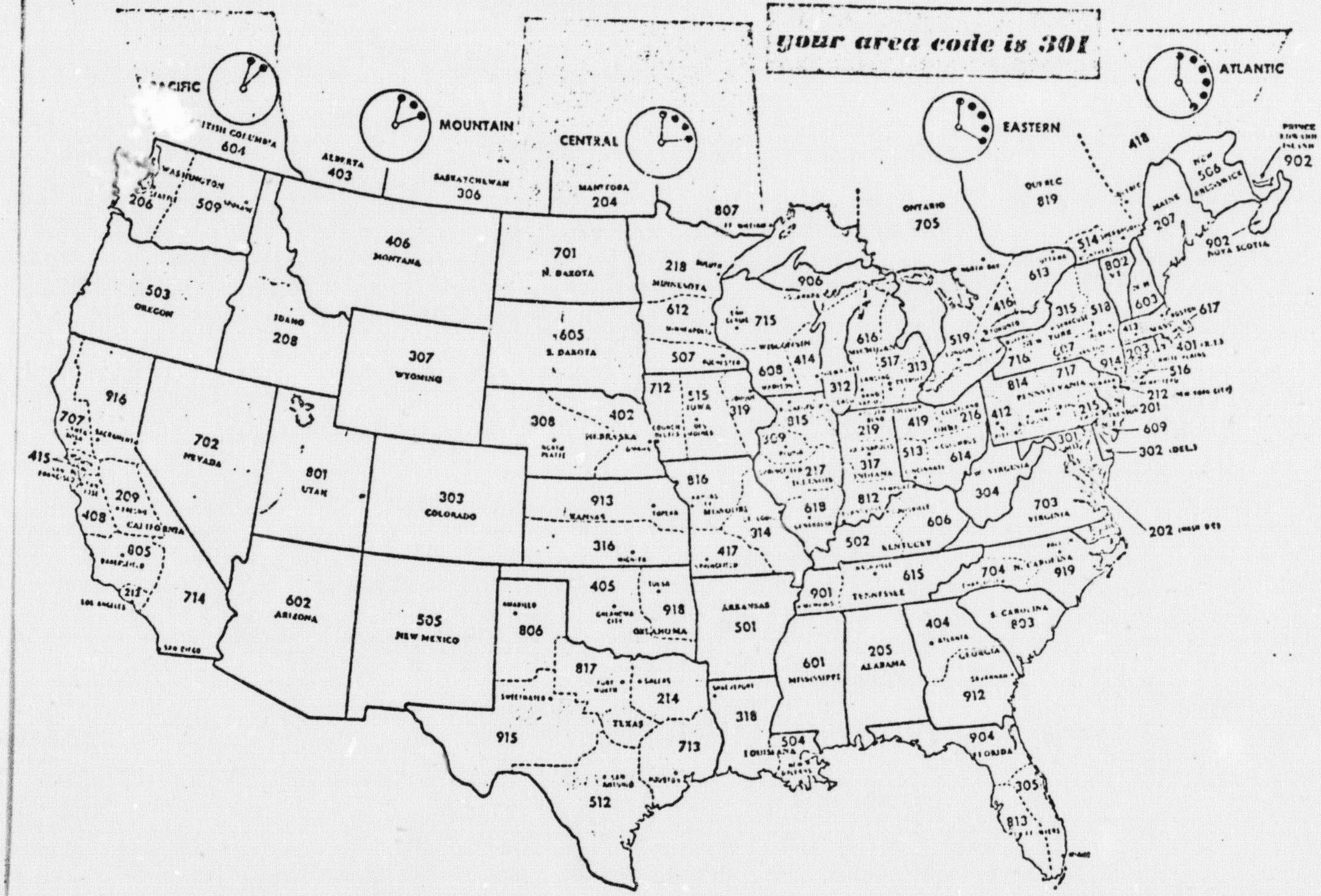
area code
long dista



area codes speed your long distance calls

The U.S. and Canada are divided into more than 120 telephone areas. Each area has a 3 figure area code. The area code of the telephone you are calling should be dialed or given to the operator. [When placing call with operator, say, for example, "I want Area Code 312 555-2364."]—When you give someone your telephone number, include your area code if he needs it to return your call.—A list of selected area codes is on page 13.

your area code is 301


PACIFIC
MOUNTAIN
CENTRAL
EASTERN
ATLANTIC
BRITISH COLUMBIA 604
ALBERTA 403
SASKATCHEWAN 306
MANITOBA 204
807
ONTARIO 705
QUEBEC 819
418
NEW BRUNSWICK 506
PRINCE EDWARD ISLAND 902
902 NOVA SCOTIA
WASHINGTON 206 509
503 OREGON
IDAHO 208
406 MONTANA
307 WYOMING
701 N. DAKOTA
605 S. DAKOTA
218 MINNESOTA 612 507
916
707
415
209
408
CALIFORNIA
805
213
714
702 NEVADA
801 UTAH
303 COLORADO
308 402 NEBRASKA
913 KANSAS 316
602 ARIZONA
505 NEW MEXICO
405 918 OKLAHOMA
806 817 214 915 TEXAS 713 512
712 515 IOWA 319
816 MISSOURI 314 417
501 ARKANSAS
318 504 LOUISIANA
601 MISSISSIPPI
205 ALABAMA
404 GEORGIA 912
904 FLORIDA 305 813
901 615 TENNESSEE
502 KENTUCKY 606
815 309 217 312 618 ILLINOIS
219 317 812 INDIANA
715 414 608 WISCONSIN
906 616 517 313 MICHIGAN
419 216 513 614 OHIO
304 W. VIRGINIA
703 VIRGINIA
704 N. CAROLINA 919
S. CAROLINA 803
412 814 717 215 PENNSYLVANIA
716 315 607 518 914 NEW YORK 212 516
201 609
302 (DEL.)
301
202 (WASH. D.C.)
416 519 613 514
802 VT.
603 N.H.
207 MAINE
413 617 MASS.
203 401 R.I.

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long distance calls

direct distance dialing	With direct distance dialing you can dial station-to-station long distance calls from one and two party telephones to telephone numbers which have seven numerals or two letters and five numerals.
how to dial	Calls from most Maryland suburban telephones are made by dialing the Area Code plus the telephone number. [Certain exceptions from near-by phones are covered at the bottom of this page.]

to obtain the distant area code:
See map on opposite page, or cities listed on page 13. If desired place is not shown, dial "OPERATOR."

to reach long distance directory assistance

- Dial the area code for the place you want plus 555-1212.
- Tell the operator the city or town, then the listing for the number you want.
- There is no charge for directory assistance calls.

to reach WATS directory assistance

- Wide area telephone service—Dial Area Code "800" plus 555-1212 to obtain numbers of those customers who offer incoming Long Distance calls without charge to persons calling from specific locations.

if you reach a wrong number

- Dial "OPERATOR" immediately and tell her what happened. She will make sure you aren't charged for the call.

you will not be charged

- If you hang up before you dial the complete number.
- If the telephone number you dial is busy or does not answer.

if you need assistance
Dial "OPERATOR." She will be glad to help you.

phones having central office prefixes shown below—		**make long distance calls by dialing:**	
Accokeek	283 (BU 3)	11	+ Area Code + Telephone Number
Poolesville	349 (DI 9)		
Baden	579	112	+ Area Code + Telephone Number
Brandywine	372 (DR 2), 782 (ST 2)		
Waldorf	645 (MI 5), 843		
Indian Head	743, 748, 753	116	+ Area Code + Telephone Number
Crofton	932	1	+ Maryland Telephone Number + Area Code + Tel. No. - Other States
Laurel	776	1	+ Maryland Telephone Number + Area Code + Tel. No. - Other States
Damascus	253 (CL 3)	"OPERATOR"	

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types of calls:

station-to-station
Call station-to-station if you wish to talk with anyone who answers. Rates are lower than person-to-person. Charging begins when the called telephone answers.

person-to-person
Call person-to-person when you wish to talk to a particular person or extension phone. Tell the "OPERATOR" you wish to make a "person-to-person" call. Rates are higher than station-to-station. Charging starts when conversation begins.

coin calls
From coin phones, see the instruction card on or near the phone, or dial "OPERATOR."

conference
You can talk with several people in different places at the same time. Tell the "OPERATOR" you wish to make a "conference" call.

collect
You can call "collect" if the person or firm you are calling agrees to pay the charge. If you want to make a "collect" call, please be sure to tell the "OPERATOR" when you place the call.

mobile and marine service
You can make local and long distance calls to automobiles, trucks and boats equipped for mobile telephone service. Ask the "OPERATOR" for the Mobile Service Operator, or the Marine Operator.

picturephone
Calls to New York or Chicago Picturephone Centers are made by appointment (dial 392-8458). Rates are $8.00 to New York and $10.50 to Chicago, for three minute calls.

wide area telephone service (inward WATS)
Station-to-station long distance calls may be made, without charge to you, to those customers who have wide area telephone service. They offer this service to their customers calling from specific locations. Dial Area Code "800" plus the special numbers of customers having this service.

long distance calls

Rate periods for calls to points outside Maryland

Station-to-Station

	Mon. through Fri.	Sat. Sun.
7:00AM To 5:00PM	Day Rate	
5:00PM To 7:00PM	Evening Rate (Low)	
7:00PM To 7:00AM	Night and Weekend Rate (Lower)	
MIDNIGHT To 7:00AM	Late Night DDD Rate* (Lowest)	

Person-to-Person

	Mon. through Fri.	Sat. Sun.
7:00AM To 5:00PM	Day Rate	
5:00PM To 7:00AM	Night and Weekend Rate (Lower)	

NOTE: For Alaska and Hawaii, see overseas calls below.

- Evening rate reductions apply on calls to points more than 55 miles away.
- Night rate reductions apply on calls to points more than 220 miles away.
- *Late Night DDD Rates apply on customer dialed station-to-station calls to points more than 354 miles away, made from business or residence phones.
- On 5 holidays—New Year's Day, 4th of July, Labor Day, Thanksgiving and Christmas Day—night rates apply all day on station-to-station and person-to-person calls.
- The time at the calling point determines the applicable rate period.

Rate periods for calls to points within Maryland

Station-to-Station

	Mon. through Fri.	Sat.	Sun.
4:30AM To 6:00PM	Day Rate		
6:00PM To 8:00PM	Evening Rate (Low)		
4:30AM To 8:00PM	Evening Rate (Low)		
8:00PM To 4:30AM	Night Rate (Lower)		
All Day Sunday	Night Rate (Lower)		

Person-to-Person

Rates are the same around the clock for every day of the week, including Sunday.

overseas calls (including Alaska and Hawaii) *overseas rates*

You can call practically every telephone in the world from your telephone. Tell the "OPERATOR" you wish to place an overseas call and give her the name of the country you are calling.

Some typical person-to-person weekday rates for the first 3 minutes (not including Federal Excise Tax)—

Alaska: Fairbanks $10.50; Nome $10.50—Hawaii $9.50—Bermuda $6.00—Puerto Rico $7.50—Japan, most of Europe and South America $12.00—most of Africa $15.00.

Station-to-station service is available to certain of these and other overseas points. Reduced rates apply on calls to many points during certain night hours and/or Sundays.

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long distance calls

area codes for some cities

place	area code
ALABAMA	
all locations	205
ARIZONA	
all locations	602
ARKANSAS	
all locations	501
CALIFORNIA	
Anaheim	714
Bakersfield	805
Fresno	209
Los Angeles	213
Sacramento	916
San Diego	714
San Francisco	415
COLORADO	
all locations	303
CONNECTICUT	
all locations	203
DELAWARE	
all locations	302
DISTRICT OF COLUMBIA	
Washington	202
FLORIDA	
Avon Park	813
Ft. Lauderdale	305
Ft. Myers	813
Jacksonville	904
Key West	305
Miami	305
Winter Haven	813
GEORGIA	
Atlanta	404
Rome	404
Waycross	912
IDAHO	
all locations	208
ILLINOIS	
Alton	618
Aurora	312
Casey	217
Chicago	312
Elgin	312
Highland Park	312
La Grange	312
La Salle	815
Mt. Vernon	618
Rockford	815
Springfield	217
Waukegan	312
INDIANA	
Evansville	812
Gary	219
Hammond	219
Indianapolis	317
Kokomo	317
Michigan City	219
South Bend	219
Warsaw	219
IOWA	
Council Bluffs	712
Des Moines	515
Dubuque	319
Mason City	515
KANSAS	
Dodge City	316
Ottawa	913
Topeka	913
Wichita	316
KENTUCKY	
Ashland	606
Louisville	502
Paducah	502
Shelbyville	502
Winchester	606
LOUISIANA	
Baton Rouge	504
Lake Charles	318
New Orleans	504
MAINE	
all locations	207
MARYLAND	
all locations	301
MASSACHUSETTS	
Boston	617
Framingham	617
New Bedford	617
Plymouth	617
Springfield	413
Worcester	617
MICHIGAN	
Adrian	313
Ann Arbor	313
Battle Creek	616
Cadillac	616
Detroit	313
Escanaba	906
Flint	313
Grand Rapids	616
Jackson	517
Kalamazoo	616
Monroe	313
Saginaw	517
Sault Ste. Marie	906
MINNESOTA	
Albert Lea	507
Duluth	218
Minneapolis	612
Rochester	507
St. Paul	612
MISSISSIPPI	
all locations	601
MISSOURI	
Joplin	417
Kansas City	816
St. Joseph	816
St. Louis	314
Springfield	417
MONTANA	
all locations	406
NEBRASKA	
Lincoln	402
North Platte	308
Omaha	402
NEVADA	
all locations	702
NEW HAMPSHIRE	
all locations	603
NEW JERSEY	
Atlantic City	609
Camden	609
Hackensack	201
Morristown	201
Newark	201
New Brunswick	201
Paterson	201
Trenton	609
Woodbury	609
NEW MEXICO	
all locations	505
NEW YORK	
Albany	518
Buffalo	716
Elmira	607
Greenwich	518
Hempstead	516
Monroe	914
Mt. Vernon	914
New York City	212
Niagara Falls	716
Peekskill	914
Poughkeepsie	914
Rochester	716
Schenectady	518
Stamford	518
Syracuse	315
Troy	518
Utica	315
White Plains	914
NORTH CAROLINA	
Charlotte	704
Greenville	919
Salisbury	704
Williamston	919
Winston Salem	919
NORTH DAKOTA	
all locations	701
OHIO	
Akron	216
Alliance	216
Canton	216
Cincinnati	513
Cleveland	216
Columbus	614
Dayton	513
East Liverpool	216
East Palestine	216
Girard	216
Lodi	216
Lorain	216
Marietta	614
Massillon	216
Newark	614
Niles	216
Ravenna	216
Salem	216
Steubenville	614
Toledo	419
Warren	216
Youngstown	216
Zanesville	614
OKLAHOMA	
Muskogee	918
Oklahoma City	405
Tulsa	918
OREGON	
all locations	503
PENNSYLVANIA	
Allentown	215
Altoona	814
Chester	215
Erie	814
Harrisburg	717
Hershey	717
Paoli	215
Philadelphia	215
Pittsburgh	412
Punxsutawney	814
Reading	215
Scranton	717
Swarthmore	215
Upper Darby	215
Valley Forge	215
West Chester	215
Wilkes-Barre	717
RHODE ISLAND	
all locations	401
SOUTH CAROLINA	
all locations	803
SOUTH DAKOTA	
all locations	605
TENNESSEE	
Chattanooga	615
Memphis	901
Nashville	615
TEXAS	
Amarillo	806
Austin	512
Corpus Christi	512
Dallas	214
Galveston	713
Houston	713
San Antonio	512
Temple	817
UTAH	
all locations	801
VERMONT	
all locations	802
VIRGINIA	
all locations	703
WASHINGTON	
Pullman	[illegible]
Seattle	[illegible]
Vancouver	[illegible]
Walla Walla	[illegible]
WEST VIRGINIA	
all locations	[illegible]
WISCONSIN	
Beloit	[illegible]
Eau Claire	[illegible]
Green Bay	[illegible]
Madison	[illegible]
Milwaukee	414
Racine	414
Wausau	715
WYOMING	
all locations	307
WIDE AREA TEL SERV	
all locations	800
CANADA	
ONTARIO	
London	519
North Bay	705
Ottawa	613
Toronto	416
QUEBEC	
Montreal	514
Quebec	418

long distance directory assistance—Dial the area code for the place you want, plus 555-1212.

wide area telephone service directory assistance—Dial area code "800" plus 555-1212 (see page 12).

to obtain the distant area code—If the desired place is not listed above, or shown on the map on page 10, dial "OPERATOR".

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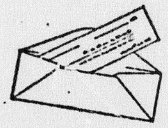
telephone bills and where they may be paid

Telephone bills are due upon presentation. When payment is made in person, the bill or the punched card should always be presented.



IF it's more convenient to pay by mail–

A return envelope is included with each monthly bill for your convenience in mailing your payment. Should you misplace it the mailing address is:

C. & P. TELEPHONE CO. OF MD.
P.O. BOX 657
BALTIMORE, MD. 21203

Please enclose payment card with your check or money order made payable to the C. & P. Telephone Company. If your payment card has been mislaid, kindly enter your telephone number on the check or money order to identify the payment.

In addition to Company Business Offices listed on the next page, telephone bills may also be paid at the following agencies, provided the bill or payment card is presented with the payment. Please consult your White Pages Directory for the location nearest you.

MARYLAND

American National Bank of Maryland
Bank of Bethesda
Bank of Brandywine
Bank of Damascus
Belair National Bank
Central National Bank
Chevy Chase Bank And Trust Co.
Citizens Bank of Maryland
Citizens National Bank of Southern Maryland
Clinton Bank
Equitable Trust Co.
Farmers & Mechanics National Bank
First National Bank of Maryland
First National Bank of Sandy Spring
First National Bank of Southern Maryland
Maryland National Bank
Metropolitan National Bank of Maryland
Mil-Rose Drug Store - Indian Head
Montgomery Banking & Trust Co.
Peoples National Bank of Maryland
Perpetual Building Association
Potomac National Bank
Savings Bank of Baltimore
Southern Md. Bank and Trust Co.
State National Bank
Suburban Trust Company
United Bank & Trust Company of Maryland
University National Bank
Waldorf Bank
Waldorf Drug Co. Inc.

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general information

business offices:

Your service representative will help you with orders for new or additional service, billing matters, rates, credit cards, yellow pages, or any other information about telephone service you may desire.

hours:—9:00 am to 5:00 pm—Monday through Friday

a deposit box is located near the door in most offices to receive payment when the office is closed.

IN MARYLAND

If your telephone number begins with:	Your business office location is:	The telephone number is:	Your manager is:
229 460 588 656 926 279 469 589 657 929 299 493 593 681 933 349 530 598 762 942 365 564 622 871 946 384 565 649 881 948 424 585 652 921 949 427 587 654 924	WHEATON SOUTH OFFICE BLDG. WHEATON, MD. 20902	424-9900	R. H. DAVIDSON, JR.
421 774		Dial "Operator" & Ask For 424-9900	
248 345 454 599 839 249 350 459 627 864 262 390 464 630 868 270 420 474 735 890 277 422 552 736 894 283 423 559 741 899 292 431 567 772 925 297 434 568 773 927 322 439 572 779 935 336 445 577 794 937 341 449	4307 JEFFERSON ST. HYATTSVILLE, MD. 20781	For Residence Telephones 927-9900 For Business Telephones 424-9900	CHAS. N. GRAHAM
498 776 725 792	309 CARROLL AV. LAUREL, MD. 20810	725-9900	J. L. MATHIAS
372 579 782 645 753 843	211 E. CHARLES ST. LA PLATA, MD. 20646	372-8801 934-9901 Dial "Operator" & Ask For 934-9901	J. F. MATTINGLY, JR.
253	FREDERICK SHOPPING CENTER W. 7th ST. FREDERICK, MD. 21701	Dial "Operator" & Ask For 663-9901	C. V. WEAKLEY

IN WASHINGTON, D.C.

FOR ALL EXCHANGES	725 13th ST. N.W. WASHINGTON, D.C. 20005	637-9900

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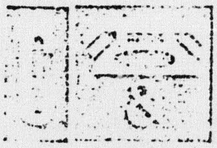

general information

your telephone number is important

When your telephone number is preceded by your area code, it is the only one like it in the United States or Canada. When leaving your telephone number for someone else to call you be sure to include the Area Code, if the caller will be calling from a different telephone area than your own.

If you're a businessman it's smart to make it easy for your customers to reach you. Show your telephone number on your stationery, statements and all advertising pieces.

Show your area code too—it helps distant parties call you faster.

A pamphlet explaining where and how to display area codes is yours for the asking—just call your Business Office.

employment opportunities

If you are looking for a good-paying job that offers you free training and opportunities to advance, work for C & P.

For your convenience C & P now has employment interviewers who will talk to you by phone. They are available Monday through Friday 9:00 a.m. to 4 p.m., to receive your call.

The number to call is: 347-7070.

employee identification cards

For your protection, every employee carries an official identification card showing his or her name, photograph and signature.

If you have the slightest doubt about anyone who says he's from the telephone company, please ask to see his card.

annoying and anonymous calls—what you can do about them:

1. Don't talk to a caller you're doubtful of. Don't give him the audience he wants.
2. Hang up at the first obscene word, or if the caller doesn't say anything, or doesn't identify himself to your satisfaction.
3. Call your Bell Telephone Business Office if the annoyance persists. We have employees who are trained to assist and advise you and who can frequently help in identifying the origin of unwelcome and troublesome calls.

out-of-town directories

Directories of other cities may be obtained by our customers upon request. . . . Call your Business Office. Telephone directories of principal United States cities may be consulted at 725 13th St. N.W. or District of Columbia Central Library, 8th & K Sts. N.W.

telegrams by telephone

You may telephone telegrams, cablegrams or radiograms from your home or business phone to the Western Union Telegraph Company. See instructions shown under the listing of the company in this directory. The telegraph charges will appear on your telephone bill. You may also telephone your telegrams from coin phones by dialing "Operator" and asking for "Western Union". Pay as you do for a telephone call.

when you hear a "beep" tone

A short "beep" tone heard on your telephone line about every 15 seconds means that the person with whom you are talking is recording your conversation. This signal is provided by the telephone company for your protection.

personal directory

"The number you write down is easy to recall!"—and your Telephone Company will send you, without cost, an attractive personal directory for writing down those important personal numbers. Just call your Business Office.

bell system credit card

For your convenience we offer an identification card so you can "charge" out-of-town calls when you are away from your home or office. Credit Card calls are accepted from any telephone. You may arrange for one by calling our Business Office.

tariffs

Tariffs which show rates, rules and regulations for telephone service and facilities, approved by the Regulatory Commission, are available for public inspection at your Business Office.

Residence service offerings include individual lines and two party lines, with a choice of flat rate or message rate service. For information concerning business services, call your Business Office.

customer provided equipment

Equipment, apparatus, devices or systems not furnished by the Telephone Company may be used with the Companies' telephone instrument and associated equipment provided such use complies with the Company's tariffs. These tariffs are designed in the interest of good telephone service and to prevent hazards to customers and Company employees.

directory accuracy

Every effort is made to make the directory as accurate as possible.

Please report to your business office any incorrect listings so that our records may be adjusted for the next issue and your service protected in the meantime.

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Cherry Motors sales 5205BaltoBlvd CollegePk 935-5200
----345-1171
Cherry Paul H 9470 52dAv ColegPk ----530-6439
Cherry Philip 9422LocustHillRd Beth
Cherry Richard E Maj 17014Downing Gaithrsbrg 948-6852
----74-6370
Cherry Wm D 9127 [illegible] Greenblt ----773-0371
Cherry Wm L 6907 [illegible] Hyatts ----935-6286
Cherry Wm R 3410 [illegible] Rd ColegPk
CHERRYDALE CEMENT BLOCK CO INC— 471-4470
Ofc 501 E Spring Herndn ----273-0857
Hardware 9525Leehwy Fairfx ----471-4470
Plt 501 E Spring Herndn ----589-4369
Chertkov Boren 1905PommeryHillsDr SilSpg 293-2170
Chertkov Norris lawr 1730 RI AvNw ----585-3436
Res 9039SligoCreekPkwy SilSpg ----933-3407
Chertock Geo 12900E [illegible] Rd SilSpg
Chertoff S E 3115BrinkleyRd OxonHill ----894-0902
Chertok Bersen T 5404WehawknRd GlenEchoHts 229-6028
----262-8919
Chertok David 12116MackellLn Bowie ----297-9111
Chertok Leonard 8301TimothyHillsRd Clintn
CHERUBS' CORNER nursry 7304 [illegible] CmpSpgs 449-6136
Chervek Robt D 5221MarlboroPke Hilsde ----735-4722
Chervenak John 8009CareyBranchPl OxonHill CH 8-8115
Cherveny Allen E 8101 [illegible] SilSpg ----588-5163
CHERYL OF THE TOWERS btv saln 4201CathdrlAvNw EM 3-4042
----262-2876
Chesanek Jos A 4103YardleyCt Bowie
Chesapeake Association of Building Service Contractors 16213 [illegible] Bowie 249-6242
Chesapeake Automotive Wholesalers Assn Inc 10400ConnAv Kens 933-5550
Chesapeake Book&Bible House 1201ColumbiaPke Columbia 924-2440
Chesapeake Cadillac Co 2401 N Charles BaltoMd Local # 628-6685
Chesapeake Conference Seventh Day Adventists 1201ColumbiaPke Columbia 924-2440
CHESAPEAKE CRAB SHOPS INC [illegible] DU 7-9311
8214PineyBranchRd SilSpg ----JU 9-9868
Chesapeake Electrical Construction Co Inc 8519PotomacAv CollegePk 474-9357
CHESAPEAKE FEED CO ConwayRd Muirkirk 776-7907
ConwayRd MuirkirkMd ----301-792-0150
Chesapeake Food Brokers Inc BaltimoreMd
From Wash Met Each Area Telephones Only
Ask Oper for Enterprise 1-6068
(No Charge For Enterprise Calls)
Chesapeake Industries 1106Spring SilSpg 589-2575
Chesapeake Instrument Corp ShadysideMd 627-4266
Chesapeake Life Insurance Co 6406GaAvNw 723-1139
Chesapeake Machinery Co Inc PasadenaMd
From Wash Met Each Area Telephones Only
call (Dial) Oper&Ask for Enterprise 1-6105
(No Toll Charge On Enterprise Calls)
CHESAPEAKE MAINTENANCE & LANDSCAPE CO 1211 I Nw ----347-4568
Chesapeake Mobile Home Sales 8020BranchAv Clinton 868-5252
Chesapeake Mobile Homes 8020BranchAv ClintonMd 301-792-4264
Chesapeake Mobile Homes 8020BranchAv OxonHill 868-6148
Chesapeake Office Machines&Supplies 3911 RI Av Brentwd 927-2048
Chesapeake&Ohio Railway Co cty tkt ofc TransportatnBg ST 3-8100
Between 5PM&8 30AM Saturdays Sundays&Holidays call 638-3100
CHESAPEAKE PETROLEUM & SUPPLY CO 16821 OakmontAv Gaithrsbrg 948-3150
CHESAPEAKE & POTOMAC TELEPHONE COMPANIES—
Executive Ofcs 1710 H Nw ----637-9900
CHESAPEAKE & POTOMAC TELEPHONE CO OF MD—
Repair Service ----611
Business Offices—
Hours - 9:00 AM - 5PM
Closed Saturdays - Sundays&Holidays ----424-9900
Montgomery Only ----927-9900
PrinceGeorgesCounty ----424-9900
Rockville-Wheaton Area ----372-9901
BrandywineMd ----301-663-9901
FrederickMd ----301-934-9901
LaPlataMd ----301-725-9900
LaurelMd ----347-7070
Employment Interviews
Employment Offices—
Hyattsville 3601Hamiltn HyattsMd ----637-9900
Marlow Hts 3907BranchAv MarlowHtsMd 637-9900
Wheaton 11141GaAv WheatonMd ----637-9900
Picturephone Serv ----392-6458
ArchMs&Bldrs Serv ----392-3844
Public Offices—
Hours - 9:00 AM - 5PM
Closed Saturdays - Sundays&Holidays ----927-9900
4107Jefrsn Hyatts ----424-9900
WheatonSouthMdBg WheatonPlaza
Frederick Shopping Center FrederickMd 301-663-9901
----301-934-9901
LaPlataMd ----301-725-9900
312LaurelAv Laurel
For instructions for making Telephone Service Calls see Page 1 of Maryland Suburban Directory
CHESAPEAKE RIM & WHEEL DISTRIBUTORS INC Wash ofc [illegible] Landover 772-7313
7601 [illegible] Local # 659-1430
CHESAPEAKE RUG & DRAPERY CLEANERS—
316Main Laurel ----301-792-9114
316Main Laurel ----301-248-5009
347West AnnapolisMd ----932-7000
347West Annapolis

CHESAPEAKE SUPPLY & EQUIPMENT CORP—
4804 [illegible] Bladnsbg ----UN 4-8080
Nights Sundays&Holidays call—
Grimes Edgar P ----577-1609
Eggers Douglas B ----301-825-9458
Thompson R [illegible] ----942-2313
Chesebro-Whitman Manufacturing Corp ladrs [illegible] 773-2900
Chesebrough Ralph S 1508 [illegible] SilSpg 649-1942
Cheseldine Alton Mrs 2524Afton HillcrstGrdns 894-0275
Cheseldine Alton F 2524Afton HillcrstGrdns 894-0275
Cheseldine Bertha C Mrs 5604Seminol Berwnhts 474-5273
Cheseldine David S 418BlackhawkDr ForestHts 839-3880
Cheseldine Donald R 4723 [illegible] Rd KettyHills 839-5142
Cheseldine Elmer B 7602BraemerAv CampSprings 423-4730
Cheseldine Elmer H 5020 [illegible] Ct Suitland 736-8324
Cheseldine Harry J 7813 [illegible] ----735-6047
Cheseldine Jas C 10403SweetbriarPkwy SilSpg 439-8420
Cheseldine Jas F SeabrookMd ----577-0516
Cheseldine John D 5525 [illegible] Rd OxonHill 248-3536
Cheseldine John R 11200LockwdDr SilSpg 593-5227
Cheseldine John W 7400LansdaleDr CmpSprgs 449-6240
Cheseldine Marie D SeabrookMd ----577-0516
Cheseldine Wm R 7253 [illegible] CmpSprgs ----449-8154
Chesgreen Warren D 2300 [illegible] Rd LaurelMd 301-725-0049
Cheshes Martin L 6006 [illegible] Forstvle 420-4065
CHESHIRE INC addrsng machs 1730 RI AvNw 293-1633
Cheshire J H A 2405FostrPl Hillcresthts ----894-8319
Cheshire Lehman F 329 [illegible] Av ForestHts 839-4860
Chesivoir Dani [illegible] SomrstHts OL 2-5209
Chesivoir Nathan S Mrs 1401 [illegible] SilSpg 588-6867
Chesivoir Norma 12208 [illegible] Rd SilSpg 589-5045
Chesivoir Rose Mrs 12208 [illegible] Rd SilSpg 589-5045
Cheskis Betty Lou Mrs 2310 [illegible] SilSpg JU 9-3931
----598-4843
Cheskis Carole 2310 [illegible] ----JU 5-4843
Cheskis Milton 2310 [illegible] SilSpg ----384-8131
Chesky Geo S Jr [illegible] Ct SilSpg ----776-3326
Chesla Robt J 12203 [illegible] PleasantDr Laurel
Chesley Irving 11113LamplightrLa Potomac 299-8391
Chesley Allan R 8500 [illegible] La Clintn ----868-2756
Chesley Christine Mrs PomonkeyMd ----753-6002
Chesley Earl J 9706 [illegible] Av SilSpg ----JU 9-0062
Chesley Elster I [illegible] Rainr ----277-9157
Chesley F J 8316 [illegible] StoneDr Beth ----469-6991
Chesley Fred Associats mfrs agt 3712Bonita SilHill 421-1771
753-6493
Chesley Jas S PomonkeyMd ----301-579-6723
Chesley John H [illegible]
Chesley John W Jr Col USA 11001MarinerDr OxonHill 292-2274
Chesley Moses L 12313 OldFortRd ChapelHil 292-1422
Chesley Paul H 10115PierceDr Woodmor ----593-6317
Chesley Thos H TowerRd Brandywn ----372-8475
Chesley Wm F 9250GreenwdLn Seabrk ----577-8891
Cheslock Bernard J 5715 [illegible] Rd Rockvl 424-8371
Chesloski Ernest J 13000 [illegible] Av Rockvl 762-6490
Cheslow Melvyn D 6208YorkshireTerr Beth 530-1061
Chesman Harry E 7333 NH Av Hyatts ----434-7140
Chesnes Albert A 12312ArrowPkDr Tantaln 292-1448
Chesney James R 8489GlennDaleRd GlennDale 552-3747
Chesney Richard E 12605KnowledgeLn Bowie 262-8635
Chesney Roy P 25211 OakDr DamscsMd 301-253-3537
Chesnoff Stephen 6218BreezwdDr Greenblt 474-5471
Chesnut Girard S 4102BrooksDr Suitlnd ----736-5173
Chesnut Jeff D 9000ArmstrongLn UpperMarlboro 736-5907
Chesnutis Ernest W 12204CedrbrkLn LaurelMd 301-725-3098
Chesnutt Virginia A 8601ManchstrRd SilSpg 588-3490
Chesnutt Wm L 5014 25thPl HilcrstHts ----894-1831
Chesser A H 8407GrandhvnAv UpperMarlboro 627-5644
Chesser Arra B Capt USN 4600MarlngLa Beth OLv 2-2019
Chesser J Wilson UpperMarlboroMd ----VA 7-7663
Chesser Rufus T 8505SpringvaleRd SilSpg ----585-2693
Chesser Victor L Dr TenMileCreekRd BoydsMd 301-349-5946
Chesser Winfred A 2021SeattleAv SilSpg ----384-5874
Chessick Anthony V 4417Ridge ChCh ----652-6055
Chessin Jesse H—
Atty 1329 E Nw ----737-6614
Res 5019 [illegible] ----EM 2-9504
Res 6210 [illegible] Rd Beth ----229-0681
Chessler Jerome A 607Nelson Rockvl ----762-5221
Chessman Edward A 19058 [illegible] Rd Gaithrsbrg 948-4298
Chessman Saml R Cdr USN 5110 [illegible] Ln TempleHills 894-8991
Chester Alice M N Mrs 4001WestfldDr Kens 942-8810
Chester Allen 265 [illegible] Av Rockvl ----881-4473
Chester [illegible] 2 [illegible] Dr Wheatn ----933-6712
Chester B A 2113 [illegible] Terr SilSpg ----589-1510
Chester C L 11376 [illegible] Beltsvle ----937-6963
Chester Dennis C [illegible] Hyatts ----559-5699
Chester Earl F [illegible] Rivrdle ----459-0862
Chester Edna P Mrs 3902BlackthornChCh OLv 2-7079
Chester Geo D 17Water [illegible] 301-926-1179
Chester Hauling Serv SilverSpringMd ----593-6161
Chester Homer R tax consltnt [illegible] 577-0175
CHESTER-JENSEN CO INC SYSTEMS DESIGN DIV [illegible] 6420ColumbiaPkRd Cheverly 772-1286

Chester John A 14701 [illegible] Rd Derwd 948-5196
Chester John E 2504 [illegible] Hyatts ----422-1795
Chester John [illegible] Hyatts ----277-2717
Chester Jos W 4916 [illegible] Bladnsbg ----927-8118
Chester L B Lt Col 5717DavisBlvd CampSprings 449-7386
Chester Linda Sue Mrs 17Water Gaithrsbrg 301-926-1179
949-5483
Chester Marvin W ofc 10425 [illegible] Av Kens
Res 2929Craig [illegible] Rd SilSpg ----572-4706
Chester Mary E Mrs 17701PrinceEdwardDr Olney 924-2298
----567-1658
Chester Milton [illegible] ----593-6161
CHESTER MOVERS [illegible] ----948-5195
Chester [illegible] Rd Derwd ----OL 2-7918
Chester Stanford [illegible] ChCh ----735-7042
Chester Thos E [illegible] Av Mrstvl
Chester Uniforms&Shoes PrinceGeorges [illegible] ShoppngCtr Hyatts 864-3335
Iverson Mall Shopping Ctr [illegible] ----423-3646
CHESTER'S PHILLIPS 66 [illegible] Blvd Beltsvle GR 4-4198
Chesterson Walter L [illegible] Av Kens ----946-4315
Chesterton Mechanical Packing&Seals Co [illegible] Av BaltoMd
From Wash Met Each Area Telephones Only
Ask Operator for Enterprise 1-3030
(No Charge For Enterprise Calls)
Chestlo Thos M [illegible] Av Beltsvlerts 937-1136
CHESTNUT FARMS DAIRY [illegible]&26thNw 965-2211
CHESTNUT HILL LIQUORS [illegible] Blvd Beltsvle 345-7674
CHESTNUT HILLS APTS [illegible] Pkwy HillcrstHts 894-3331
Chestnut Hills Barbers&Shoe Repr Chestnut [illegible] ShopngCtr Beltsvl 474-9777
CHESTNUT HILLS ESSO 10405BaltoAv Beltsvle 474-4122
10405BaltoAv Beltsvle ----474-9558
Chestnut Jimmy BrandywineMd ----301-782-4474
Chestnut John H BrandywineMd ----372-8579
Chestnut Jos 7028GlenardenPkwy Glenarden 772-5971
Chestnut Knolls Apts 10401 46thAv Beltsvle 937-3808
Chestnut Larry J [illegible] Ln Greenblt 474-0567
CHESTNUT LODGE [illegible] MontgomeryAv Rockvl 424-8300
Chestnut Ridge Apts 6872 [illegible] Rd Lanhm 577-4949
Chestnut Tree The antqs 4719Chestnt Beth 656-2660
Chestnutt Jeff D 9000ArmstrongLn UpperMarlboro 736-5907
Cheston A L [illegible] Rd Bowie ----262-9440
Cheston J Finley 10214 [illegible] Dr SilSpg 593-7561
Cheston T C 10120 [illegible] Terr Beth ----WH 2-9353
Chetrit Benj 8600 16th SilSpg ----589-3128
Chetrit Jos 8504 16th SilSpg ----585-9193
Chetwynd Robt T 7707GranvilleLn LaurelMd 301-498-1113
Cheung Augustine Y 4804CalvertRd CollegePk 779-5187
Cheung Fred T Rev 5207TuckahoeLn Adelphi 439-6029
Cheumont Richard J 10201 [illegible] Dr MonroviaMd 301-253-3914
Chevalier Eline B 5306 29thAv HilcrstHts 423-2993
Chevalier Jack R 3901KenilwrthAv Bladnsbrg 779-9311
Chevalier Josephine T 9403 47thAv CollegePk 474-2994
Chevalier Loretta Mrs 5306 29thAv HilcrstHts 423-8753
Chevalier Rosa Y 912 [illegible] Av CapHts ----735-5661
Cheverly Carry Out 5419AnnapolisRd Bladnsbrg 864-2200
Cheverly Citgo Centr 5501LandovrRd Cheverly 779-9754
Cheverly Drugs 7327LandovrRd Landovr ----773-7700
Cheverly Esso Car Rental 5600LandovrRd Cheverly 927-0075
Cheverly Floor Service [illegible] LandoverRd Landover 772-1684
CHEVERLY-PARKWAY ESSO 5600LandovrRd Cheverly 927-0075
Cheverly Radio&Telvsn Serv [illegible] Cheverly SP 3-8111
CHEVERLY SHELL SERVICENTER [illegible] LandoverRd Cheverly 779-0024
Cheverly Sport Fair 5621LandovrRd Cheverly 277-8145
Cheverly Terrace Apts 6323LandovrRd Cheverly 773-3577
Cheverly Terrace Apartments Swimming Pool [illegible] LandoverRd Cheverly 322-9415
CHEVERLY THEATRE LandoverRd Cheverly 864-0100
Cheverly Town Of 6401ForestRd Cheverly ----773-8980
Cheverly United Methodist Church stdy 2801CheverlyAv Cheverly SP 3-1314
Cheverly Valet [illegible] Rd Hyatts ----864-6975
CHEVET MANOR APTS 4545 [illegible] Rd OxonHill 894-1222
----469-8724
Chevie Wm 7400 [illegible] Dr Beth ----773-2654
Chevillat Jules 2616 74thAv KentVil
Cheville Melvin W 5943 28thAv MarlowHts 423-8969
Chevillon Manuel 1490 [illegible] Rd SilSpg EV 4-6154
Chevoor Wm A 11235 OakLeafDr SilSpg ----593-0762
Chevrier Jos E R [illegible] Beltsvle 262-7959
CHEVROLET MOTOR DIV OF GENL MOTORS CORP—
Regnl Sales [illegible] Bldg ChCh ----657-2280
Customer Serv Dept 1800ParkwayDr HanoverMd Local # 638-0338
Customer [illegible] Dept 1800ParkwayDr HanoverMd Local # 347-9511
City Sales Mgr 1800ParkwayDr HanoverMd Local # 638-5721
Fleet Mgr 1800ParkwayDr HanoverMd Local # 638-5721
Regional Distributn Processing Centr [illegible] Beth 657-1987

CHEVWAY CORP 1537 [illegible] Av Crofton 622-7035
Chevy Chase Appliance Serv 4405 [illegible] Beth 654-8276
CHEVY CHASE BALLET CENTER [illegible] WO 6-6666
CHEVY CHASE BANK & TRUST CO [illegible] 654-6550
CHEVY CHASE-BETHESDA CLEANERS [illegible] 111
CHEVY CHASE-BETH RESCUE SQUAD INC— [illegible] 111
EMERGENCY CALLS MD ONLY ----652-1000
Emergency calls DC only ----
For All Other Calls— ----652-0077
491 [illegible] Av Beth ----652-6666
Chevy Chase Bookshop 26WiscCir ChCh ----
Chevy Chase Blouse&Remodeling Co 4405EastWestHwy Beth 652-7429
657-4990
Chevy Chase Cars Inc 7725 [illegible] Beth
Chevy Chase Centr Barber Shop 35WiscCir ChCh 654-9445
Chevy Chase Centr Office Bldg bldg supt 35WiscCir ChCh OLv 4-0373
NA 8-2429
If no answer call ----
CHEVY CHASE CHEVROLET 7725WiscAv Beth 652-4000
654-4100
7725WiscAv Beth ----652-4100
Chevy Chase Club 6100ConnAv ChCh ----
Chevy Chase Decorating Co 4405EastWestHwy Beth 652-1474
Chevy Chase Esso Sta [illegible] Av ChCh OL 4-8234
CHEVY CHASE FIRE DEPT INC— ----474-2111
EMERGENCY CALLS ONLY ----
All other calls [illegible] ChCh ----OL 2-0117
CHEVY CHASE FLOOR SERVICE [illegible] Beth 652-2265
CHEVY CHASE FUNERAL HOME [illegible] 432
[illegible] 265-6432
Georgetown 3072 M Nw ----
Chevy Chase Glass Co [illegible] Av Beth OLv 4-2022
CHEVY CHASE HEALTH SPA [illegible] ChCh 654-2525
Chevy Chase Hospital for Animals 8511ConnAv ChCh OLv 4-1116
OLv 2-4111
If no answer call ----OL 2-9339
Chevy Chase Inn 6208WiscAv ChCh ----
Chevy Chase Kennels 7404SummitAv ChCh 652-2809
CHEVY CHASE LAKE APTS NORTH [illegible] 654-4100
rental ofc 3710 [illegible]
To call tenants consult telephone directory or Information for individual listings
Chevy Chase Lake Apts South 3714 [illegible] ChCh 654-0120
Chevy Chase Lake Pharmacy 8551ConnAv ChCh OLv 4-3377
CHEVY CHASE LAKE RADIO & TV CO [illegible] OL 6-6967
Chevy Chase Lake Swimming Club [illegible] 6896
CHEVY CHASE LAND CO OF MONTGOMERY COUNTY MD ofc [illegible] 2420
654-4100
Mo ofc 3710ManorRd ChCh ----653-5447
Chevy Chase Lounge 5600ConnAvNw
Chevy Chase Methodist Church 7001ConnAv [illegible] 8700
Chevy Chase Motor Co Inc 7725 [illegible] Beth 654-6170
CHEVY CHASE MOTOR LODGE [illegible] Beth 656-9300
Chevy Chase Novelty Shop Inc [illegible] WO 6-7011
CHEVY CHASE NURSING & CONVALESCENT CENTER 2015East-West [illegible] 2400
Chevy Chase Presbyterian Church [illegible] ChCir EM 3-5466
[illegible] 427-1117
Chevy Chase Rug Co 5812 [illegible]
Chevy Chase Section Four 4204Stanfrd ChCh 654-7144
Chevy Chase Shopping Centr ofc 35WiscCir ChCh OL 4-0373
NA 8-2429
If no answer call ----
CHEVY CHASE SUPER MARKET [illegible] ChCh 656-5133
CHEVY CHASE TRAVEL INC [illegible] Beth 652-1205
[illegible]
Chevy Chase Tree Service [illegible]
CHEVY CHASE VALET OF ROCKVILLE [illegible] 2141
[illegible] OL 2-6363
Chevy Chase Village [illegible]
Chevy Chase Village Supply 6500 [illegible] ChCh [illegible]
[illegible] 2114
Chew Ann 7104SycamoreAv TakPk [illegible] 7217
Chew Bowie T Jr [illegible]
Chew Elizabeth Miss 4318 [illegible]
[illegible] 6031
Chew Fabian I 5124 [illegible] Rd [illegible] 1217
Chew Harry 9515 [illegible] Rd SilSpg
Chew Murline B Miss 1414 [illegible] Rd [illegible] 776-4470
Chew Michael G 14 W [illegible] Rd Grenbt 474-4303
[illegible] 159
Chew P A 4071 [illegible] TakPk [illegible] 1177
Chew Robt [illegible]
Chew Robt P Sr MSgt 1410 Iverson [illegible] 4773
[illegible] 0753
Chew Roy A 4219 [illegible]
Chew Wayne Russell 4225 [illegible] 1111
Chew Wm J 7862 [illegible]
Chewning Cora H 1927 34th [illegible]
Chewning Douglas [illegible] 8500 [illegible] 439-5358
Chewning E Browning 6C Northwestr Ter SilSpg 649-2671
Chewning Lester W 7603 151thAv [illegible] ----HE 4-6334
Chewning Lionel L 4307 [illegible] Rd [illegible] 384-7264
Chewning Suzanne B Mrs 221 [illegible] Rd [illegible] 422-7258
Chewning Wm L 19515 [illegible] 949-8737
Chewning Willie A 9007BreezewdTer Greenblt 345-7453

E-1063

DEFENDANT'S EXH. No 5555
Marked for ID ________
Rec'd in Evidence ________
Page 20

General Enterprises Inc 10518DetrickAv Kens-942-1170
General Fidelity Life Ins Co 1320FenwickLa SilSpg-589-7117
GENERAL FIREPROOFING CO steel furn 2241WiscAvNw-FE 7-1400
GENERAL FLOOR SERVICE INC 5010[illegible] CollegePk-474-4717
GENERAL FOODS CORPORATION HOTEL & RESTAURANT COFFEE SERVICE 5022CookRd Beltsvle-345-1300
General Foods Corp Hotel&Restaurant Service 5022CooksRd BeltsvleMd-301-792-0320
GENERAL FOODS CORP WASHINGTON DISTRICT SALES & SERVICE CENTER— ------881-5400
Sales Serv Div 11501HuffCt Kens ------881-5403
Post Div 11501HuffCt Kens ----------881-5405
Maxwell House Div 11501HuffCt Kens --881-5407
Military Sales Div 11501HuffCt Kens ---881-5409
Kool-Aid Div 11501HuffCt Kens -------881-5411
Jell-O Div 11501HuffCt Kens ---------881-5413
Birds Eye Div 11501HuffCt Kens
GENERAL GLASS & MIRROR SERVICE INC 1332[illegible]Nw-332-6544
General Heating&Air Conditioning Co 5919CentralAv CapHts-336-5500
General Heating Co 5919CentralAv CapHts 336-5500
General Heating&Cooling Co 5919CentralAv CapHts-336-5500
GENERAL HEATING ENGINEERING CO INC 5919CentralAv CapHts-336-5500
General Heating&Plumbing Co 5919CentralAv CapHts-336-5500
General Home Co storm wndws 7602ShadyGlenCt DistHts-336-4357
GENERAL INSTRUMENT CORP defns&engnrng prod group 2600VirginiaAvNw-965-3712
Semiconductor prods group 2600VaAvNw 965-3620
General Ins Company of America 816Easley SilSpg-585-6760
GENERAL INVESTMENT FUNDS 5454WiscAv ChCh-657-2980
GENERAL KINETICS INC 11425 IsaacNewtonSqS Reston-471-7522
GENERAL LEARNING CORP 5454WiscAv ChCh-657-2610
General Maintenance Service paintr 201SpringAv TkPk-270-2371
GENERAL MAINTENANCE SERVICE CO jantr serv 1254 23rdNw-965-9550
General McLean Electronics 1364ChainBridgeRd McLean 356-9000
General Medical Corp 2860AnnandaleRd FllsCh-533-0837
General Mills Inc 255 N Wash Rockvl ---762-8770
General Millwork Co Inc rr726RockvlPike Rockvl-424-5134
GENERAL MOTORS ACCEPTANCE CORP 5100WiscAvNw-244-9000
References 5100WiscAvNw ------------244-8434
General Motors Corp—
1660 L Nw—-------------------659-5000
General Ofcs -----------------659-5047
Communications Teletype -----------659-5095
Govt Relations --------------------659-5101
News Inf
Car Divisions&Services—
Buick 7711 OldSpringhseRd McLean ----893-8600
Cadillac WheatonPlzOfcBg Wheaton ---949-4570
Chevrolet -----------------657-2290
BarlowBg ----------------633-0335
Customer Serv Dept --------------347-9511
Customer Serv Dept --------------585-9632
Oldsmobile 8555 16th SilSpg ---------652-2650
Pontiac 35WiscCir ChCh ------------
Non-Automotive&Defense Divisions—
1660 L Nw—-------------------659-5070
A C Electrncs -------------------659-5080
Allison -------------------------659-5040
Detroit Diesel Engine --------------659-5063
Earthmoving Equipment ------------659-5055
Electro-Motive -------------------659-5080
Washington Ofc
Other Divisions—
GM Training Centr 10355LeeHwy Fairfx-273-2140
GMC Truck&Coach 8605Cameron SilSpg 595-7200
Govt Sales-Cars&Trucks 1660 L Nw ---659-5060
Motors Holding 8555 16th SilSpg ----595-5133
Overseas Operation 1660 L Nw -------659-5050
Patent Section 2001JefrsnDavisHwy Arl 521-5220
United Motors Service 5454WiscAv Beth-657-3197
For Information Not Listed Above Dial--659-5000
GENERAL OFFICE SERVICE INC mailing 3340 V Ne-529-1727
General Painting Service 5326 85thAv NewCarrolltn-577-1222
General Radio Co 11420RockvlPke Rockvl -881-5333
General Refrigeratn Supply Co 4508Decatur Hyatts-927-1300
GENERAL RESEARCH CORPORATION 1501WilsonBlvd Arl-524-7206
General Sales Associates electrnc sup's 4601SouthernAv CoralHills-420-2020
General Sales Export Corp aircrft supls 4601SouthernAv Coral Hills 420-2020
General Services Administration ----See U S Govt
GENERAL SHEET METAL FABRICATORS INC 9[illegible] 532-4700
GENERAL SUPPLY & EQUIPMENT CO INC—
8127LeeHwy Merifld ---------------550-7070
530 E 25th BaltoMd --------- Local # 347-5800
Nights Sundays&Holidays call
Coster Howard L FairfaxVa----------591-5990
Lorenz Paul C Jr DaytonMd-----301-286-2600
McSpadden Richard A FairfaxVa -----273-7425
Rees Paul R FairfaxVa ------------- 273-7340
GENERAL SYSTEMS DIVISION OF SYSTEMS DESIGN INC 5640FishersLa Rockvl ---427-4966

General Technical Services Inc consltg engnr 8794WestChesterPike UpperDarbyPa
From Wash Met Exch Area Telephones Only
Ask Operator for-Enterprise 1-6336
(No Charge For Enterprise Calls)
GENERAL TELEPHONE & ELECTRONICS CORP 1120ConnAvNw --------------FE 7-6600
GENERAL TELEPHONE & ELECTRONICS INTERNATIONAL INC 1120ConnAvNw FE 7-6600
GENERAL TESTING LABORATORIES [illegible] SpringfldVa 354-2000
GENERAL TIRE & RUBBER CO 5454WiscAv ChCh-657-2380
General Tire Sales&Serv Agcy 2300 M Nw FE 3-6300
GENERAL TIRE SERVICE [illegible]GoodHopeRdSe-581-0080
GENERAL TIRE SERVICE 4720King Alex-671-8080
GENERAL TIRE SERVICE 5509[illegible]Rd ForestHts 839-1200
General Tire Service 5350QueensChapelRd Hyatts-779-3120
General Transmission Corp 8634ColsvleRd SilSpg-587-5484
GENERAL TRUCK SALES INC main ofc 30 M Ne ME 8-0505
Leasing div 30 M Ne ---------------ME 8-0505
General Utilities Services Inc 5400DetroitAv CollegePk-474-9411
6907TrexlerRd Lanham -------------474-6030
GENERAL VAN & STORAGE INC 600 S Pickett Alex-751-6900
GENERAL WRECKING CO 1017BrentwdRdNe-529-4177
Generao Fabian Q 117LynmorDr SilSpg -593-5662
Generao Patricia A 117LynmorDr SilSpg -593-5662
Generator Power Equipment Inc 5135 46thAv Hyatts-779-1470
GENE'S AMERICAN SERVICE STATION 6077CentralAv CapHts 336-9719
Gene's Coin Wash RockvilleMd ---------424-5447
Gene's Florist 330HungerfdDr Rockvl ----762-9029
Gene's Restaurant 11539RockvlPke Rockvl 891-5849
Genestra Patricia Miss 519CalvinLn Rockvl-424-4446
Genetti Albert Col Ret 6935MathewsCt LaurelMd-301-725-9836
Genetti Martha E 7929KreeterDr Adelphi -439-6144
Geneva United Presbyterian Church 11931SevenLocksRd Rockvl-424-2776
Geneva's Dressmaking Studio 914ThayerAv SilSpg-JU 9-1029
Genghis Khan Pan-Asian Restrnt 1805ConnAvNw-DE 2-1771
Genglen R Jas 8906MontpelierDr Laurel --776-7564
Gengler Lillian A Mrs 3711Fairly Wheaton 946-9480
GENIE'S ART WORKSHOP furn refnshg 4235-B HowardAv Kens-946-8690
Genies Ida 20MooreDr Rockvl ---------424-8966
Genn Edw L—-------------------638-2027
Lwyr ColoBg ---------------------588-2320
Lwyr 8720GaAv SilSpg ----------657-4535
Res 4701WillardAv ChCh ----------439-8832
Genna Jos 7401 NH Av Hyatts -----------439-8675
Gennantonio Paul T 7204 13thAv TkPk ---894-8914
Gennari J J 5811 23dPkwy Hillcrsthts ---894-4542
Gennari M L 5415WoodlandBlvd OxonHill
Genner Byron A 3d MD 9301NewhallRd Potomac-299-8580
Gennes Saverna O 5480WiscAv ChCh -----654-3253
Gennetti Wm T 1003RuppertRd SilSpg ---593-5494
Gennis Lillian R Mrs LewisdaleMd ---301-253-3053
Geno's Decorating Co 143WestwayRd Greenblt-474-8777
Genova Paul J 2207HydeLn Bowie ------262-9269
Genova Vincent A 5070SilverHillCt Suitland-736-8374
Genovere Louis G 4209FrankfortDr Rockvl 871-6811
Genovere Nancy T 3708BunkrHillRd Brentwd-779-9193
Genovese C J 3931WarnerAv LandoverHills 773-8290
Genovese Jas J 13813DrakeDr Rockvl ----946-1906
Genovese Jos A 7401 NH Av Hyatts ------439-2981
Genovese Jos A Jr 7313AdelphiRd Hyatts -422-9543
Genovese Jos John 9904HeginDr SilSpg ---434-1907
Genovese Louis E 4219 Isbel Wheatn ---Wh 2-6891
Genovese Sam A 13153LarchdaleRd LaurelMd-301-498-2969
Genovese Thos 3432Kilkenny SilSpg -----572-4747
Genovese Thos wtchmkr 3432Kilkenny SilSpg-572-5400
Genovese Thos D 11479ColumbiaPke SilSpg-593-6675
Gensberg Abe 2323BlueridgeAv Wheaton --949-5415
Genschow Jose Carlos 5911FolkstoneRd Beth-530-0975
Gensheer Jas L 501NormandyCt LaurelMd-301-725-8455
Gensinger Edw F 4800WellingtnDr Beth ---654-2984
Gensler John 13009ScarletOakDr Darnstwn 948-5499
Gensler John S 12309FaircrestPkwy Rockvl-427-0754
Gensler Paul 9217[illegible] Rockvle ------ 942-2205
Gensler Robt E 5114VikingRd Beth ------530-1980
Genson Donald K 6804 Ingrhm BeaconHts -459-0291
Genson Donald K Inc Insurance Agcy 7515AnnapolisRd Hyatts-577-1700
Gensor Jos J 219UnivBlvdW SilSpg -----593-7352
Gensor Joseph R 4913BlackfootRd CollegePk 345-6593
Gent Terrence R 7331KeystoneLn Forstvle 420-2232
Gentel Thos G 3483 S LeisureWorldBlvd SilSpg-598-7574
Genter R W 8905MerrillLn Laurel --------776-3393
Gentges Frank H 6104 Otis LandoverHills -773-5425
Genthert Wm H 2411KelfordLn Bowie ----262-3091
Genthner Gertrude BowieMd -------301-464-8136
Genthner P I 7244LandoverRd Landover --772-5733
Gentieu Edw P 6000SomerhillDr Greenblt --345-8069
Gentil Maria Miss 7401 NH Av SilSpg ----434-0553
Gentil Virginia 6103KenhowerDr Beth ----229-5779
Gentilcore A P 11120MarlwdDr SilSpg --649-3304
Gentilcore Anthony 6107 40thAv Hyatts --277-2924
Gentilcore Anthony L 3156CastleighRd SilSpg-572-4849

Gentilcore Danl A 6041 33dAv Hyatts ----779-7800
Res 6005 34thAv Hyatts -----------927-8381
Gentilcore G E 13305AdamsPl LaurelMd-301-498-1500
Gentilcore Phil Anthony 5819MaryhrstDr Hyatts-277-4940
Gentilcore Philip A 3156CastleighRd SilSpg-572-4849
Gentile Augustine 10724StMargtsWy SilSpg-933-0272
Gentile Chas A 7216[illegible]Av CollgPk --WA 7-4482
Gentile Chas A Jr RaceTrackRd Bowie ----262-0339
Gentile Clementina H Mrs 3770BelPreRd SilSpg 871-6340
Gentile Columbus R 1111UnivBlvdW SilSpg 649-1535
Gentile Douglas F 5139 Oakcrest Dr OxonHill 894-3721
Gentile Emilio 4502GuilfrdRd CollgPk UNion 4-2598
Gentile Frank 2217[illegible]Dr DeerPkHts --423-2559
Gentile G Marvin 14204[illegible]La SilSpg -JR 8-9205
Gentile Gary T 7508D ArcyRd Forstvle ---336-2836
Gentile J Ronald 1006Park Dr Rockvl ----762-7445
Gentile Jos M 2358GlenmontCir SilSpg --942-5911
Gentile Mary Mrs 10724StMargtsWy SilSpg-933-0272
Gentile Ray J 5206CanterburyWay TempleHills 894-1789
Gentile S R Jr 9504[illegible]Dr Lanham --552-2112
Gentile Salvatore 7312[illegible] CollgPk --WA 7-3417
Gentile Thomas E 10313BriarwdDr LaurelMd-301-725-7044
Gentilini A Victor 10104FredrckAv Kens --949-3535
Gentilini Jos J 4507SusquhanaDr Calvrtn 572-4681
Gentilo Richard E 1022StodertAv WaldrfMd-301-645-5006
Gentilucci David R Jr [illegible]Rd Hyatts 422-9387
Gentilucci J [illegible]Rd Accokek ------723-2239
Gentle Avery [illegible] Rockvl ---424-3139
Gentle E C [illegible] EastPresnt ------336-4493
Gentner Max [illegible] 3837Hamiltn Hyatts ---864-4034
Gentner Walter A 2234[illegible] Lewsdl-HA 2-8005
Gentner Walter A Jr 13522EdmontDr Adlphi-439-6109
Gentry Carl Odell 492[illegible] ChCh -----654-2331
Gentry Cecil L 4141SouthernAv OxonHill -568-9337
Gentry Coleman A Jr 425RitchiePkwy Rockvl 424-7294
Gentry Conrad W 1705 OxrisDr Hillcrst -- HE 4-8825
Gentry [illegible] 4021BeechwdRd UnivPk- AP 7-4163
Gentry [illegible] CollgPk ------474-7916
Gentry Ernest R [illegible] 3605SaulRd Kens -- WH 2-1415
Gentry Howard [illegible] 121WaldrRd SilSpg ---JU 5-0114
Gentry Jas 13017 OldStagecoachRd LaurelMd-301-725-5749
Gentry James H DamuRd Brandywine ----292-3429
Gentry Jas Walter 6013SpringhillDr Greenblt-474-3926
Gentry John H Lt Col 5107KarenAnneCt CmpSpgs-449-4363
Gentry John R 1517Elson TkPk ---------434-9237
Gentry Jos W 4207AlcomaAv Beltsvl ----937-7006
Gentry Kenneth B 1407Delaney Clinton ----297-5951
Gentry Lloyd R 5955FisherRd OxonHill ---894-2451
Gentry Lucy A 3115 OrleansAv Forstvle --RE 5-8009
Gentry Robt S 4661BromleyAv BradburyHts 736-3267
Gentry Ronald 3828 [illegible] Bowie ---262-5666
Gentry V M 11327ColmbiaPike SilSpg ---593-6527
Gentry Vincent C 7335LaurelBowieRd LaurelMd-301-498-2621
Gentry Virgil 3408 81stAv NFrstvl -RE 5-9215
Gentry Wm E MD ofc WashingtonClinic ---244-9270
Res 126Grafton ChCh --------------651-9216
Gentz Utz 5002WyandotCt FtSumnerHills -229-2441
Gentzel Chas R 12650HemmingLa Bowie ---262-3751
Gentzler John A 4207[illegible]La ChCh ---657-2293
Genua Andrew J AccokeekMd -----------283-2717
Genua Arthur 513[illegible]La SilSpg ----622-2625
Genua Philip 2303KirbyDr MarlowHts ----423-8748
Genua Robt L Maj 7625Chris-MarAv Clinton 868-4233
Genua Saml N 4307JeanDr WheatnWds -WH 2-1594
Genua Sebastian 10915 OrleansWay Kens -942-3633
Genuies Adrien W 8302GueRd DamscsMd-301-253-3272
Genuies Sarah E 8302GueRd DamscsMd-301-253-3272
Genuine Refrigeration Service Co 3400ToledoTerr Hyatts 559-5222
2801 12thNe ---------------------LA 6-4400
Genung Geo R Jr 9112[illegible]MillRd GaithrsbrgMd-301-926-3603
Genus Linwood H 1415 1st Glenarden ----773-9162
Genus Rachel Mrs 1415 1st Glenarden ----773-9162
Genys John B 8909 OrbitLn Seabrk -------459-5673
Genz M E 1905Erie Hyatts -------------HE 4-8774
Genzel Russell 7301LaurelBowieRd LaurelMd-301-725-3313
Geoffrion Donald R 12407SirLancltDr GlennDale 262-4181
Geoffrion Roland 13722DrakeDr Rockvl --949-0915
Geoffroy Jacques A 8512HowellRd Beth --365-0743
Geoghan John T 5602ChillumHtsDr Hyatts 559-3151
Geoghan Lillian L Mrs 6341LandoverRd Cheverly-772-1843
Geoghegan John S 6106BreezewdCt Greenblt-474-4978
Geoghegan L J 7903 IndianHeadHwy OxonHill-248-2759
Geoghegan Thos Dolan 1405RollingCt ChCh OL 6-5293
Geoghegan Thos J 8364DorneiPl Forstvl --736-3637
Geoghegan W E D Jr 10821HobNailCt Potomac-299-5174
GEOGHEGAN W E D CO 5310ExecutiveBlvd Rockvl 881-4242
Geoghegan Wm A 9412[illegible]La Potomc ---299-0509
Geoghegan Wm T 3327 80thAv NForstvl -RE 6-9142
GeoMedic Associates Inc 815-B SilSpgAv SilSpg-588-3773
GEOMET INC 326 E MontgmryAv Rockvl-762-5820
Geoprobe Corp 315TudorLa ManassasVa-703-368-2101
Georg Darius H 116LeeAv TkPk ---------270-5253
Georg Elmer C 3575[illegible]Rd LaurelMd-301-498-4097
Georg Marvin 9224WillowLa Adlphi ------439-0757
Georgales Thos E 9313LimestonePl CollegePk-935-5161
Georgarakis Minos 601EastonAv TkPk ---585-7039

Georgatsos Nicholas C 11121[illegible]Rd Rockvl-493-5448
George-Adis Deane 3512 Olympic Wheaton 946-6379
George Adrian R LothianMd ------------627-4315
George Agnes L 9314[illegible]Av Hyatts --479-2754
George Albert M 6112BreezewdDr Greenblt 345-1937
George Alberta Mrs 7815 JohnsonAv Glenarden-772-1725
George Alex 8513[illegible] SilSpg ----------434-8237
George Alexander Col USA Ret 641AzaleaDr Rockvl-762-0038
George Anthony Mrs 5129[illegible]Av Hyatts -AP 7-7122
George Associates Inc 2146[illegible] SilSpg 589-9499
George Becky 4350ChChDr ChCh --------654-6211
George Boyd W 9405Cedar SilSpg --------588-6922
George Burton II 4241 58thAv Bladensbrg -277-4443
George C J Col USA 4104DanaCt Kens ---WH 6-6279
George Chas G 4903[illegible] BowieMd-301-464-2159
George Chas R 5117FenwayAv OxonHill --837-1232
George Clayton H 3407[illegible] Adlphi ---422-1251
George Clifford F 7600HarpersDr OxonHill 248-5469
George David C 4146SuitlndRd Suitlnd ---736-6963
George Douglas S 4707Tecumseh CollegePk 345-5219
George Earl M 4451[illegible]Av Beth ----657-3235
George Edward J 62[illegible] Rockvl -424-6249
George Ferris 4932 [illegible] HartfrdHills--423-0317
George Florence Haines Mrs 3113 OkanawaAv Rockvl 424-8729
George Frances C Miss 5709B[illegible]Rd Springfld OL 2-1379
George Frances E Mrs 5300[illegible] Hyatts 779-4435
George Francis E 1003[illegible]Av Rockvl ----762-0164
George Frank F 5709B[illegible]Rd Springfld OL 2-1379
George Frederick W 1205[illegible] Rockvl -762-6238
George George P 11405[illegible] Beltsvl 937-3245
George Gerard C 6700[illegible] Kensington 881-7442
George Gerald F [illegible] ---[illegible]
George Gerald W 6441 21stAv Lewisdale --422-8133
George Gilbert D 5805Rosevelt Beth -----530-4050
George Glen M Col USAF Ret 12424[illegible]La RelaisCity 247-0825
George Glenn D 5113[illegible] Hyatts --[illegible]
George H Thos 3610[illegible]Av [illegible] ---[illegible]
George Hamilton Studio of Art 902 F Nw - [illegible]
George Henry D 1400[illegible] ChevyChase --SP [illegible]
George Henry H 9920AshburtnLa Beth ----530-3314
George Henry S 10601[illegible]Rd DamascsMd 301-253-3643
George Howard A [illegible] Laurel ---776-3316
George Howard B 6710[illegible]Rd Rockvl 841-7327
George Irene Mrs 2106[illegible] Hillcrsthts [illegible]
George J E 1521[illegible]La Rockvl ---[illegible]
George J S 1106[illegible]Dr SilSpg -------622-0771
George Jas 300[illegible]Dr [illegible] --------[illegible]
George Jas F 7604[illegible]Dr Clintn -----[illegible]
George Jas F 6200[illegible]Dr Beth ------424-9255
George Jas J 1005[illegible] Rockvl ------762-[illegible]
George Jas L Lt 513[illegible]Dr Rockvl [illegible]
George Jas R 1411 [illegible] ---[illegible]
George Jas S 6713 [illegible] ---[illegible]
George Jas S 6111 40thAv [illegible] ---[illegible]
George Jas W Jr 1003[illegible]Av Rockvl ---762-0264
George Jas W Lt Col AUS Ret 1003ScottAv Rockvl 762-0264
George Jane A Mrs 4703 [illegible] -[illegible]
George Jean L 4502[illegible]Av Beth ---[illegible]
George John B 630[illegible] ---[illegible]
George John M 1112[illegible] -[illegible]
George John W 5800[illegible] -[illegible]
George Jon P studio [illegible]Rd Beth 530-2669
George K Reese Jr CLU&Associates [illegible]Rd SilSpg [illegible]
George Kimon T 4521[illegible]La Beth [illegible]
George L E 7901[illegible] [illegible]
George Leo E 1106[illegible]Rd SilSpg ---[illegible]
George Leon W Jr 10613[illegible] --[illegible]
George Lester F 105[illegible] Hyatts [illegible]
George Lois W Mrs 420[illegible] Kens ---[illegible]
George Lucila J [illegible] Rockvl [illegible]
George Margaret C [illegible] Kens -- [illegible]
George Mary [illegible] --- [illegible]
GEORGE MASON COLLEGE OF THE UNIVERSITY OF VIRGINIA FairfaxVa 591-4579
For all officers&depts call ------- 591-4600
George Max S Col Ret 3712BradleyLa ChCh 656-3767
George Michael D 9346Cherryhill Rd CollegePk 474-7875
[illegible] 593-1056
George Michael J 10410[illegible]Dr SilSpg OL 4-1027
George P A 5610[illegible] ChCh ------- [illegible]
George Palmer Sixty-Six Serv 6302[illegible] SeatPleasnt 925-7887
[illegible]
George Pauline H Mrs [illegible] ---[illegible]
George R 9727[illegible] ---[illegible]
George R B 10643[illegible] ---[illegible]
George R Edna Mrs 11602[illegible]Av SilSpg --[illegible]
George Roger paintr 3101[illegible]Dr [illegible]
[illegible]
George Raphael 5313 [illegible] [illegible]
George Ray 6909 D [illegible] [illegible]
George Raymond L 4712[illegible]Rd CollegePk [illegible]
George Remer L 1511[illegible] [illegible]
George Richard W 105[illegible] SilSpg [illegible]
George Robt SP5 [illegible] [illegible]
George Robt A 7925[illegible] [illegible]
George Robt C 9241[illegible]Av [illegible]
George Robt E Cdr 4100[illegible] [illegible]
George Robert H Jr 7813[illegible] [illegible]
George Saml F 9341[illegible] [illegible]
George Sarah A 2201[illegible] [illegible]
George Stella Mrs 8013[illegible] SilSpg [illegible]
George Stella M 2714[illegible] Hyatts [illegible]
George T 7903 IndianHeadHwy OxonHill [illegible]
George Theo 11235[illegible] [illegible]
George Thom R 7595WaltersLa Forstvl [illegible]
George Thomas [illegible] --[illegible]
George Thos E 4200WarnerKens --------[illegible]
George Thos E 8201 24thAv Adlphi ----[illegible]
George Thos S [illegible] ---[illegible]
George Victor M 12744[illegible] Bowie 249-[illegible]
[illegible]
George W K 9921[illegible]Rd Lanham
George W King Printing 714 F [illegible] 296-[illegible]
GEORGE WASHINGTON CEMETERY [illegible] Hyatts 434-[illegible]

Ex. TTTT - In evidence
at trial.

2611 Bowen Road S.E. #203
Washington, D.C. 20020
July 28, 1969

DEFENDANT'S EXH. No. TTTT
Marked for ID ____
Rec'd in evidence 10/13/76
Page ____

Mr. Jack Synder
The Nabcor System
101 Benson Manor
Jenkintown, Pennsylvania

Dear Mr. Synder:

In compliance with your request during our telephone conversation of the 24th of July 1969, I am writing this letter.

At this time I would like to cancel my order on a blue later changed to yellow, 1969 corvette 2 (two) door-hardtop. This automobile was ordered through Mr. James Bradwell, who was an agent of your company at the time operating in the District of Columbia. This order was placed on the 31st of July 1968.

Upon your receiving this communition I am requesting my deposit of $400.00 which was one of your contingents that we agreed upon.

I think we can honestly conclude that one year is a long time for anyone to have to wait before receiving satisfaction. In this same regard I have a deal on a corvette here, unfortuantely, it is dependent upon my receiving the $400.00 on or before Thursday, August 1, 1969. Your cooperation will be very much appreciated in this transaction.

I have conferred with Mr. Bob Wright of the Evening Star Newspaper "Action Line" and he is fully aware of my actions and our conversation at this time.

I sincerely hope Nabcor do not cause me any futher inconveniences, delays, or embarrassments.

I can be reached by phone after 1:00 p.m. daily at home, a call would be appreciated if you can not comply with the August 1, 1969 date.

I remain,
Joseph W. Askew
Joseph W. Askew

cc:

Ex. UUUU - In evidence at heraing only.

E-1065

4449
DEFENDANT'S EXH. No. UUUU
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Rec'd in Evidence 10/15/76
Page 1

DEPONENT'S STATEMENT AND SIGNATURE

At the direction of Hon. Thomas P. Griesa on September 8, 1976,

I am signing the transcript of my deposition conducted on the following dates:

March 14, 1973,
March 15, 1973,
March 28, 1973,
March 29, 1973,
March 30, 1973,
April 5, 1973,
April 6, 1973,
September 16, 1975,
September 25, 1975,
October 7, 1975,
October 14, 1975,
November 4, 1975,
March 31, 1976,
April 7, 1976,
April 14, 1976,
April 21, 1976,
May 5, 1976,
May 12, 1976,
May 19, 1976,
June 2, 1976,
June 23, 1976 and
July 7, 1976,

but make the following comments about the conduct of the deposition and related matters:

(1) I was not allowed to tell my story in my own way;

(2) GM's attorneys were abusive to me and accused me of lying at various times;

(3) GM's attorneys frequently made my attorney permit me to answer various questions he didn't want me to answer because of a threat of immediately taking the matter to Court, involving expenditures of time and money which neither I nor my attorney could afford, which would have amounted to a substantial economic burden on me and my attorney;

(4) GM's attorneys asked the same question in the same or different form repeatedly, and did this for many different questions; they

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Page 2

refused to accept my testimony and continued to ask the question in a variety of ways for the obvious purpose of hoping to confuse the judge and jury in an extended trial with variations of wording resulting from the undue and unfair length of the deposition in which GM's attorneys, contrary to the court rules, were creating an overly lengthy (3,369 page) transcript, at the same time they continually refused to permit my attorneys to question GM employees under oath on the same subjects to obtain differing responses, if possible; GM and its attorneys abused the disparity of economic resources between the parties;

(5) Because of the complexity and size of the case, I did not have the economic capacity to fully prepare or be fully prepared for each session of the deposition with a thorough briefing and review of documents, in contrast to the witnesses for GM, backed by the resources of GM and legal manpower of GM's attorneys, enabling them to be "fully prepared" by GM's attorneys to testify under oath in this action; full preparation makes a substantial difference in the importance and value of a deposition and can be determinative of the "factual issues" involved (i.e., the facts provable at trial will vary according to the degree of preparation, quite apart from the underlying truth);

(6) GM and its attorneys unduly prolonged the litigation through the excessive deposition procedure, which increased the economic burdens on me and my counsel for the purpose of creating or manufacturing evidence directed solely toward destroying my credibility as a witness by making it impossible for me and my attorney to take the same steps as GM in protecting the record concerning this and the other depositions in this action;

(7) GM's attorneys continually directed their witnesses not to answer questions by my attorney, destroying the value of the depositions which were taken at such great cost to plaintiffs and our counsel in terms of percentage of our net worth and the available time we could devote ourselves, in contrast to the activities of GM's attorneys, described above in ¶ (3) above;

(8) my attorney was not permitted to cross-examine me from the beginning of the deposition on March 14, 1973 to sometime after July 7, 1976, at which time he did not cross-examine me (for the economic reasons set forth herein) and reserved the right to do so at trial; my attorney says that the time needed to clarify, correct and elaborate upon my testimony could take a substantial percentage (perhaps more than 50%) of the time devoted to direct examination of me by GM's attorneys; that neither I nor my attorney has the economic ability to devote a substantial percentage of the time to correct the record in this action as the GM attorneys have spent during the extended deposition of me in distorting and confusing the factual issues to be resolved at trial;

(9) the transcripts for the period from March 14, 1973 to March 31, 1976 were submitted all at once, more than 2-1/2 years after the first few days of my testimony (already filed in court without my signature, I might add) (on November 11, 1975) and the transcripts for the period on and after March 31, 1976 were submitted all at once (on September 9, 1976, one day after the hearing at which I was directed to sign all of the transcripts) making it impossible while the deposition was fresh in my mind as to a given day to review and correct the testimony, particularly because I

am blind in one eye, have failing vision in the other and have a severe angina condition, even though GM's attorneys (according to my attorney) had the transcripts in their possession within 1-3 days after each session, and could have sent the transcripts to me soon after each daily session, but did not do so, apparently, in order to create the very condition to which I object; the record is clear about plaintiffs' near-bankrupt financial condition, and GM's attorneys knew that plaintiffs were unable to afford the purchase of a copy of the transcript and that they needed to obtain the original copy from GM's attorneys to photocopy it in order that plaintiffs could review the testimony and prepare for additional days of testimony in fashion similar to GM's witnesses; such withholding of the transcripts under such circumstances prevented plaintiffs from being as prepared for their testimony, in accordance with established pre-trial practice in this complex antitrust case which has prejudiced plaintiffs;

(10) there are numerous errors of form and substance in the 3,369 pages of testimony which are too burdensome to correct at this time, although I hereby change the transcript to say what is said at 68-98, 121-123, 126, 128, 131, 133-138, 140-142, 144-152, 154, 156-161, 163-170, 172-178, 180-181, 183-202, 204-205, 225, 234, 269, 275, 278 and 280-304 of PLAINTIFFS' PRETRIAL BRIEF AS TO LIABILITY OF THE GENERAL MOTORS GROUP OF DEFENDANTS (INCLUDING FRANCHISEES OF GENERAL MOTORS) FOR VIOLATIONS OF THE SHERMAN ACT", dated January 26, 1976, which I have read and which correctly states what I wanted to say at my deposition on such subjects; and

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[illegible] ______
[illegible] 5

(11) the foregoing statements numbered (1) through (10) are true and are in support of a motion to be made by me and the other plaintiffs to suppress this deposition of me.

(12) the testimony I gave at my deposition on the above dates is true.

Frank Maiorana

Subscribed and sworn to before me
this 30 day of September, 1976.

Notary Public

JERUME M. SHUSMAN, NOTARY PUBLIC
WARMINSTER TOWNSHIP, BUCKS COUNTY
MY COMMISSION EXPIRES AUG. 4, 1980
Member, Pennsylvania Association of Notaries

Ex. VVVV - In evidence at hearing only

E-1070

USA 33a-475
(ED. 4-23-71)

DEFENDANT'S

EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.

VVVV - ID

DEPOSITION OF

GARY KUHANECK

I. Defendants' Designations of Deposition Testimony

II. Plaintiffs' Objections to Defendants' Designations

III. Plaintiffs' Cross-Designations

IV. Defendants' Objections to Plaintiffs' Cross-Designations

V. Defendants' Supplemental Designations

626-629 Liberty Bank Bldg.
Buffalo, N. Y. 14202
853-5600

E-1071

Excerpts from Deposition of Gary Kuhaneck to be Read

DEFENDANT'S EXH. No. NN
Marked for ID ______
Rec'd in Evidence ______
Page 1

UNITED STATES DISTRICT COURT,
SOUTHERN DISTRICT OF NEW YORK

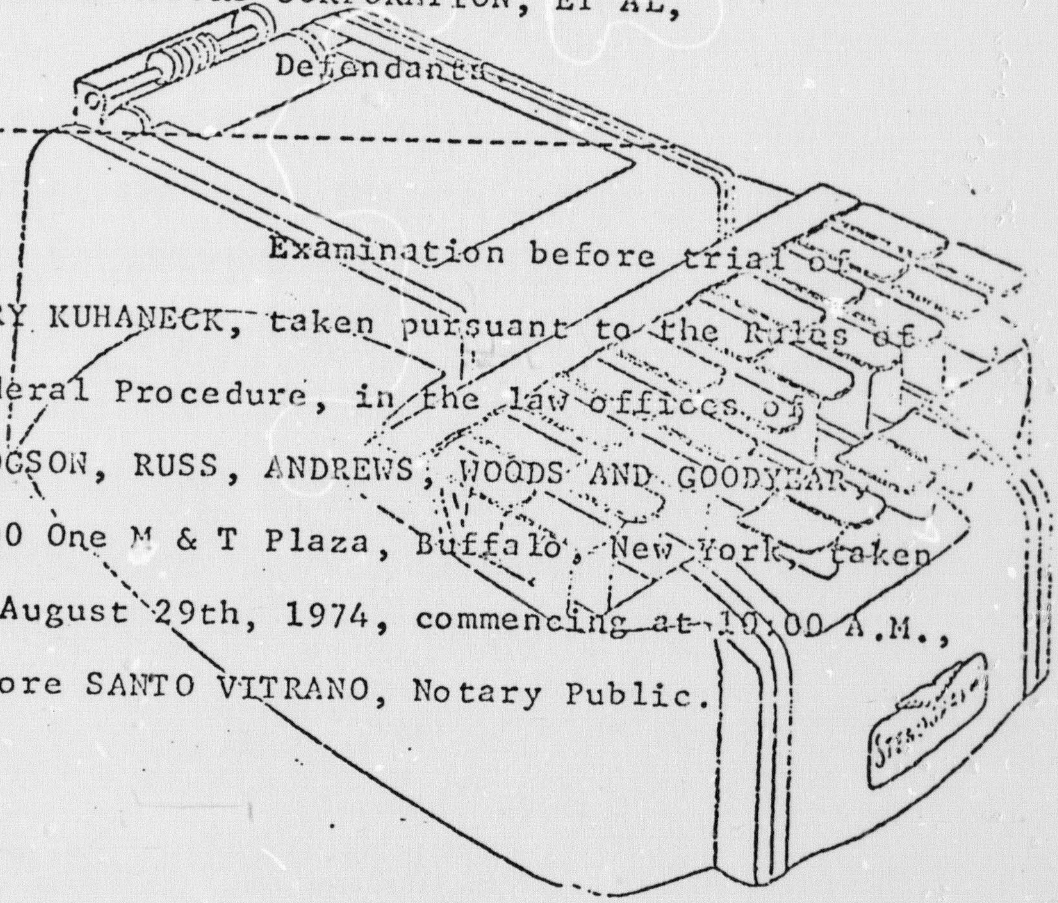
NATIONAL AUTO BROKERS CORP., ET AL,

Plaintiffs,

-vs-

GENERAL MOTORS CORPORATION, ET AL,

Defendants.



Examination before trial of GARY KUHANECK, taken pursuant to the Rules of Federal Procedure, in the law offices of HODGSON, RUSS, ANDREWS, WOODS AND GOODYEAR, 1800 One M & T Plaza, Buffalo, New York, taken on August 29th, 1974, commencing at 10:00 A.M., before SANTO VITRANO, Notary Public.

STATEMENTS
EXAMINATIONS BEFORE TRIAL
DEPOSITIONS
CONFERENCES
CONVENTIONS
ARBITRATIONS

Jack W. Hunt C. S. R.
OFFICIAL SUPREME COURT REPORTER
& Associates

CERTIFIED SHORTHAND REPORTER
LICENSED BY THE
STATE OF NEW YORK
CERTIFICATE NO. 517

DEFENDANT'S EXH. No. NN
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Page 2

Q. And during what period of time did you work for Hamister-Gillogly?

A. I believe 1967 I started in January of that year, to about June or July, I can't recall the exact month I left.

Q. And who was your immediate supervisor at Hamister-

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DEFENDANT'S EXH. NO.
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Page 3

Gillogly?

A. Ollie Hamister and Fred Gillogly.

Q. Now, did Hamister-Gillogly have a fleet manager at that time?

A. I think they had a general manager Dick Halstead, H-A-L-S-T-E-A-D, I believe.

Q. Yes. What is the reason you left Hamister-Gillogl in 1967?

A. Well, I went with Don Bolling, B-O-L-L-I-N-G, with

E-1074
DEFENDANT'S EXH. No. NN
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Page 4

Auto Brokers.

Q. Was that Multi-Make, M-U-L-T-I-M-A-K-E, Auto Brokers?

A. Yes.

DEFENDANT'S EXH. No. N/N
Marked for ID
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Page 5

Q. Did you ever have any discussions about the automobile brokerage business in general with anyone at G.M.?

A. At G.M., no.

Q. And by that -- well, did you ever have any discussions of the automobile brokerage business in general by anyone employed at G.M. whether or not at the time you worked for G.M.?

A. No.

DEFENDANT'S EXH. No. NN
Marked for ID
Rec'd in Evidence
Page 6

Q. Did you ever discuss the automobile brokerage business or Multi-Make or Nabcor with Mr. Hamister?

A. No.

Q. Did you ever discuss it with Mr. Gillogly?

A. No.

Q. Did you ever discuss it with Mr. Halstead?

A. No.

Q. Did you ever discuss it with Mr. Hughes?

A. No.

Q. Did you ever discuss it with anyone employed by General Motors at any time?

A. No.

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Q. Now, up until the time you went to work at the horse ranch, did you know a Mr. Strimple, S-T-R-I-M-P-L-E?

A. I met him in probably the middle of July or end of July.

Q. And what was the nature of the occasion which you met Strimple?

A. I believe that Mr. Strimple and Mr. Bolling were forming another partnership.

Q. What kind of a partnership?

A. To have a larger brokerage and to be able to sell franchises for I believe Nabcor.

Q. Who introduced you to Mr. Strimple?

A. Mr. Bolling.

Q. And were you invited to join them in forming this new brokerage, is that what happened?

A. Yes.

Q. And you eventually did join them in forming General Auto Sales and Leasing, is that right?

A. As far as I can recall.

Q. Now I'll show you a document marked Strimple Deposition Exhibit 1 and I'll ask you if this is a franchise agreement that you and Mr. Bolling and Mr. Strimple signed with Nabcor in October, 1967?

A. Yes.

Q. Now would you look at the last page of that document, is that your signature or a copy of your signature on the last page?

A. Yes.

Q. Was that document signed on or about October 6, 1967 as is indicated on the top?

A. Yes, it would be.

DEFENDANT'S EXH. No. NN
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Q. Okay. Fine. Now you've talked to Mr. Strimple two or three times since 1967, correct?

A. Yes.

DEFENDANT'S EXH. No. NN
Marked for ID ____________
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Q. Was there any discussion in the second telephone call with Mr. Strimple about the automobile business or about this lawsuit?

A. I think he did mention the second time about something that they were suing General Motors, but I did not ask too many details about it.

Q. Well, do you remember anything else that he told you on that occasion about the automobile business or the lawsuit against General Motors?

A. Nothing about the automobile business but he did mention about the lawsuit that was pending.

Q. What did he tell you about the lawsuit that was pending?

A. He said if it goes through they will be well off, financially.

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Q. Have you ever had any discussions with anyone connected with Hamister-Gillogly or Clements-

Gillogly Chevrolet about the brokerage business?

A. No.

Q. Have you ever had any such discussions with anyone connected with Hamister-Gillogly or Clements-Gillogly about General Auto Sales?

A. No.

Q. And have you ever had any such discussions with anyone connected with Clements-Gillogly or Hamister-Gillogly about Nabcor?

A. No.

Q. Have you ever had any discussions with anyone at Clements-Gillogly or Hamister-Gillogly about Multi-Make?

A. No.

Q. Have you ever been present on any occasions when any employee of G. M. or any employee of any franchise dealers were present?

A. No.

Q. Has anyone ever told you or have you otherwise learned about any communications between any employee of G.M. and any automobile dealer concerning Multi-Make or Nabcor or General Auto?

A. No.

Q. Have you ever been present on any occasion when any employee of G.M. or any employee of the Ford Motor Company were present?

A. No.

Q. Have you ever heard anything about any discussions or communications between Ford and G.M. concerning Nabcor?

A. No.

Q. Have you ever been told or otherwise heard of any occasions on which Ford and G.M. had any communications concerning Multi-Make or General Auto?

A. No.

MR. KAPLAN: Okay. Mr. Kuhaneck, did General Auto's place of business remain the same so long as you were connnected with that firm?

THE WITNESS: Yes.

BY MR. KAPLAN:

Q. Did it have a sign on those premises?

A. I believe at the time that I was involved they didn't.

Q. Yes.

A. As far as I can remember.

Q. Did they have a sign at some other time?

A. I think they did, but when and what it said I don't recall.

Q. Did the sign indicate that General Auto was connected with Nabcor or National Auto Brokers?

A. I don't know.

Q. Did the sign at Multi-Make indicate it was connected with Nabcor or National Auto Brokers?

A. Not to my knowledge.

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Q. Okay. Now, coming to automobiles, did Mr. Bolling or Mr. Strimple or anyone else ever tell you that any new car dealer refused to sell automobiles to General Auto?

A. The only reason they would refuse would be for the low price, but you could always go out and buy a car, you know, but I don't think anyone refused that I know of.

Q. And Mr. Bolling and Mr. Strimple didn't tell you that anyone refused?

A. Not to my knowledge, that I can recall.

Q. Okay. Now, did Mr. Bolling ever tell you that some new car dealer wouldn't sell at as low a price as General Auto wanted to pay?

A. I believe he did, but what dealership I'm not familiar with.

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Q. And during the period from October of 1967 until sometime in 1968 you were a partner in General Auto Sales, is that correct?

A. Yes.

Q. And you were partners with Mr. Bolling and Mr. Strimple and no one else, correct?

A. Right.

Q. And did the business employ any other people besides the three of you?

A. Not that I can recall as far as General Auto, they might have had someone else there, but I wasn't aware of it.

Q. Did Mr. Bolling or Mr. Strimple ever tell you about any conversations that either of them had ever had with anybody from General Motors?

A. No.

Q. Did Mr. Bolling or Mr. Strimple ever tell you anything about a conversation that either of them had ever had with someone named English?

A. I know the name, but as far as any conversations, no.

Q. Do you know where you know the name from?

A. He was, I believe, District Sales Manager for Chevrolet at the time.

Q. How do you know that?

A. It was when I was with Hamister-Gillogly, I had met him and he was in that capacity at that time.

Q. Did you ever hear anything from Mr. Bolling about Mr. English?

A. Not that I can recall.

Q. Did you ever hear anything from Mr. Strimple about Mr. English?

A. No.

Q. Have you ever heard of Mr. Wolmack, W-O-L-M-A-C-K?

A. Yes.

Q. And who's Mr. Wolmack?

A. I think he was General Sales Manager for -- for the zone for Chevrolet, Zone Division Manager, I believe that was his title.

Q. Have you ever met him?

A. Once.

Q. Have you ever met Mr. English?

Kohaneck

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A. Yes.

Q. How many times?

A. Maybe half a dozen.

Q. Have you ever discussed with Mr. English Nabcor or General Auto or Multi-Make or the brokerage business?

A. Not that I can recall.

Q. Have you ever discussed with Mr. Wolmack Nabcor or General Auto or Multi-Make or the brokerage business?

A. No.

Q. Have you ever had any discussions with Mr. Strimple in which Mr. Wolmack's name came up?

A. No.

Q. Have you ever had any discussions with Mr. Bolling in which Mr. Wolmack's name came up?

A. No.

Q. Has any employee of a new car dealer ever told you anything about Mr. Wolmack?

A. Just what his position was, but nothing involved with Nabcor or anything else.

Q. You never heard anything from any employee of a franchise dealer about Mr. Wolmack concerning

Nabcor or General Auto or Multi-Make?

A. No, none at all.

MR. KAPLAN: Okay. I have no further questions, Mr.

Kuhaneck

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MR. PERSON: Have you ever heard that Mr. English stated that he would terminate any franchise held by a franchised dealer under any circumstances stated?

THE WITNESS: Not that I can recall.

BY MR. PERSON:

Q. Have you heard whether Mr. Wolmack stated to any franchised dealer that General Motors would terminate the franchise of that dealer under any circumstances stated?

A. No.

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Q. Did you go to Clements-Gillogly or Hamister-Gillogly with Mr. Bolling?

A. I don't believe so.

Q. Were you and Mr. Bolling ever in any meeting where Mr. English was present?

A. No.

Q. Were you and Mr. Strimple ever at any meeting where Mr. English was present?

A. No.

Q. Were you and Mr. Strimple ever present together in any franchised dealer during the period when you were employed by either Multi-Make or General?

A. I don't believe so.

1968 CHEVROLET FLEET PLAN

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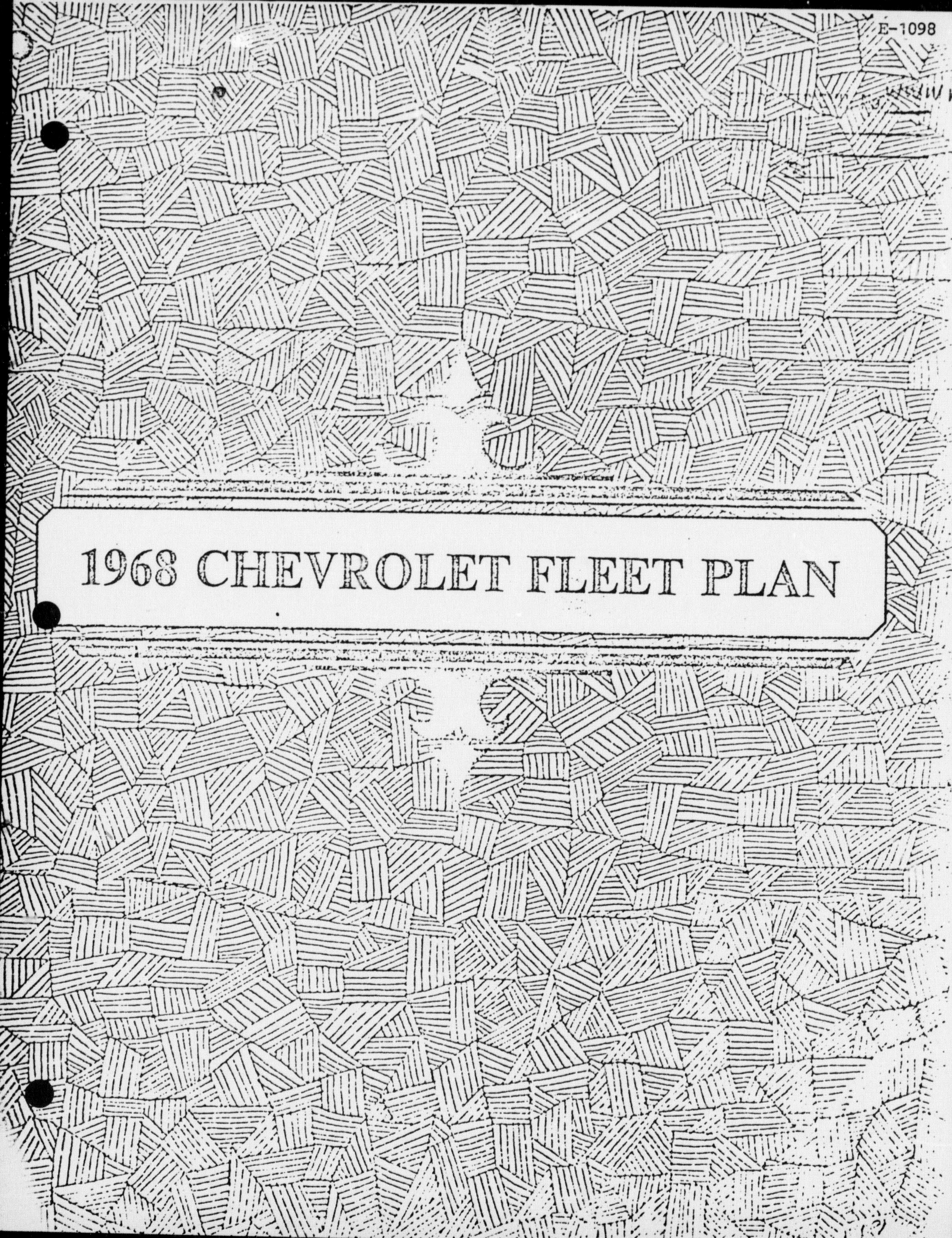
Receipt is hereby acknowledged from Chevrolet Motor Division, General Motors Corporation, **of the** "1968 Chevrolet Fleet Plan" (GSD 750) effective September 21, 1967, it being **understood** and agreed that the provisions thereof will supersede the 1967 Chevrolet Fleet **Plan**—except for those provisions thereof which remain in effect through or until December **31**, 1967—and are to remain in effect until terminated with the introduction of 1969 Chevrolet models.

City and State	Dealership
Date	Authorized Signature

LITHO IN U.S.A.

SIGN & RETURN TO LOCAL ZONE OFFICE

E-1098



1968 CHEVROLET FLEET PLAN

Preface

To continue to assist Chevrolet dealers in actively and competitively serving the passenger car requirements of qualified fleet users, Chevrolet Motor Division presents The 1968 Chevrolet Fleet Plan effective with the introduction of 1968 models and terminating with the introduction of the 1969 models. Except for those passenger cars specifically excluded, the Plan provides either for Purchase Allowance(s) on 1968 Chevrolet passenger cars or for Guaranteed Value Programs on specified 1968 Chevrolet passenger car models which are:

- Sold to qualified commercial or leasing fleet users.
- Sold to qualified rental fleet users.
- Placed in dealership rental or leasing service.

While the allowance(s) provided under the Plan is creditable to Chevrolet dealers, an option is offered under which a Chevrolet dealer may assign payment of the allowances directly to the qualified fleet user. This option recognizes the requests of many dealers who wish to avoid the administrative procedures involved in processing payments to qualified fleet users.

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Definitions

s used in the Plan, the following terms shall ave the following meanings:

. Chevrolet

hall mean the Chevrolet Motor Division of eneral Motors Corporation.

. Dealer

hall mean the individual, partnership or corpo- ation which is a party to a Chevrolet Dealer elling Agreement.

. Qualified fleet user

hall mean any commercial, leasing and/or ental company which has purchased and egistered or leased ten (10) or more new cars nd/or trucks solely for use in its operations uring the current calendar year, preceding alendar year, or preceding 12-month period, nd licensees of a nationwide daily rental sys- m. The ten (10) or more new cars and/or ucks [illegible]easing and/or rental service does not pply [illegible]eneral Motors dealers.

OTE: Information on many commercial and ntal and/or leasing companies registering n (10) or more new vehicles during the cur- nt or preceding calendar year will be main- ined in each Chevrolet Zone Office. If the hevrolet Zone Office does not have informa- on concerning the prospective fleet company urchaser, it shall be the dealer's responsibility provide evidence that such fleet company as purchased and registered or leased ten 0) or more new vehicles during the current alendar year, preceding calendar year, or receding 12-month period.

. Daily rental

hall mean the bona fide rental of a passenger r involving use thereof and payment there- r by the customer on an hourly, daily, eekly or monthly basis provided, however, at usage of any such car by any related rties for a total period of six months or more hall be deemed to constitute leasing and not ntal [illegible]eof for purpose of this Plan.

Leasing

mean the bona fide leasing of a passenger olving use thereof by a customer for a period of six months or more and pay- uch use by the customer on a lease

F. Passenger car

shall mean any new and unused 1968 model Chevrolet passenger car including all series, except those listed in "Specific Exclusions" on page 7 of the Plan.

G. Capitalized cost

of a passenger car shall mean the total of each of the following items as applicable thereto:

- List Price of the car less invoice discounts
- Factory D&H Charge for the passenger car with standard equipment
- Destination Charge shown on the Chevrolet Invoice
- Suggested Dealer Delivery & Handling Charge
- Dealer Net Price and Factory D&H of required and acceptable factory-installed options and accessories

CAPITALIZED COST SHALL NOT mean the price paid by a fleet company for a passenger car.

NOTE: Factory-installed options and accessories comparable to, but higher in value than, required and acceptable options and accessories may be used in place of such options and accessories but the capitalized cost will not be correspondingly increased—unless a higher value option or accessory is specifically listed as an alternate choice. An AM/FM Pushbutton Radio is to be capitalized at the AM Pushbutton Radio amount in determining the capitalized cost of the car. A 327-cu.-in. 250-hp V8 engine if acceptable on eligible models is to be capitalized at its Dealer Net Price and Factory D&H when ordered and installed in place of a standard V8. Any V8 engine—larger than the standard V8—ordered and installed on models for which a larger V8 is not specifically listed as an alternate choice would be capitalized at the standard V8 figure. Comfortron Air Conditioning would be capitalized at not more than the Four-Season Air Conditioning cost for models on which Four-Season Air Conditioning is acceptable as factory-installed equipment.

H. Wholesale value

of a passenger car shall mean its wholesale value including adjustments for specified or qualified optional equipment as shown for the Zone in which the passenger car is taken out of service in the first report published by Automotive Market Report following the date the passenger car is removed from service, less $100. If for any reason Automotive Market Report wholesale prices should no longer be available on a continuing basis or on a specific model, Chevrolet reserves the right to establish an alternate method of computing wholesale values that Chevrolet determines, in its sole discretion, to be consistent with the intent of this Plan.

I. Plan

shall mean this Chevrolet Fleet Plan.

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Allowances under the Plan

Transactions which qualify

e Plan provides either for Basic Purchase owance and a 5% Purchase Allowance for ssenger cars in rental service or for Guarteed Value Programs in the following transions:

MMERCIAL Requires minimum usage period

Six months for Basic Purchase Allowance of 0.00

Eighteen months for the Guaranteed Value ogram

ASING Requires minimum usage period of:

Six months for Basic Purchase Allowance of 0.00

Eighteen months for the Guaranteed Value ogram

Sold by the dealer to either a qualified comercial fleet user for use in its business or to a alified leasing fleet user for lease usage.

Lea directly by the dealer.

ILY RENTAL SERVICE Requires minimum age period of:

Four months for the $50.00 and Whitewall es reimbursement Purchase Allowances.

Six months or until the next succeeding new odel announcement provided the four-month inimum usage requirement is also met for e $75.00 Air-Conditioning Basic Purchase lowance.

From on or after March 1, 1968 until the next cceeding new model announcement provided ssenger car is in service for at least four onths for 5% Purchase Allowance.

Be placed in service by or before February 29, 68 and be removed from service between e 1969 model announcement and before or February 28, 1969 for the Guaranteed Value ogram.

Sold by the dealer to either a qualified rental et user, or to a qualified leasing fleet user r lease to a qualified rental fleet user, for use daily rental service.

Dir ease by the dealer to a qualified ntal fleet user for use by the rental fleet user its daily rental service.

Placed in daily rental service by the dealer. for the $75.00 Air Conditioning Basic Allowance, the 5% Purchase Allowthe Guaranteed Value Program, a passenger car in dealership daily rental service must be utilized at least 65% of the time for daily rental service to other than dealership service or sales customers.

B. Purchase Allowances

Except as otherwise provided in the Plan, Chevrolet will upon application either credit to the dealer or pay to the fleet user at such dealer's request:

1. BASIC PURCHASE ALLOWANCES OF—

- $50.00—Per car for each of the qualified transactions (Transactions 1, 2, 3, 4, and 5) plus the following Basic Purchase Allowance(s) pertaining to qualified daily rental transactions (Transactions 3, 4, and 5):
- Reimbursement — Cost of factory-installed original equipment whitewall tires. This amount is to be not more than the price for the whitewall tire option that replaces the standard size tires required for a car equipped with the options and accessories that are required and acceptable under the Plan.
- $75.00—Each car equipped with factory-installed air conditioning which will be retained in service for either a minimum period of six months prior to the next succeeding new model announcement or for a minimum period of four months if such service completion date is on or after the next succeeding new model announcement.

2. PLUS THE FOLLOWING: 5% PURCHASE ALLOWANCE—

- 5% Allowance for each passenger car placed in bona fide rental service on or after March 1 and which remains in daily rental service on the date of the next succeeding new model announcement or until completion of four months of service if such service completion date is on or after the next succeeding new model announcement. This allowance is to be calculated in accordance with the provisions for the model change allowance in the Dealer Selling Agreement.

C. Guaranteed Value Program

In place of the Purchase Allowance(s) provided in the Plan, the dealer may elect the Guaranteed Value Program for the passenger car specified. Under this provision, Chevrolet will guarantee either to the dealer or to the qualified fleet user, on such dealer's request, the used car wholesale value of specified Chevrolet passenger cars, including required and acceptable factory-installed options and accessories. Passenger cars and factory-installed options and accessories included in the Guaranteed Value Program are as follows:

For Commercial and Leasing Usage

ELIGIBLE MODELS

CAPRICES
Coupe—5-pass.
Sedan—6-pass.
4-Dr. Est. Wgn.—2-seat
4-Dr. Est. Wgn.—3-seat

IMPALAS
Custom Coupe—5-pass.
Sport Coupe—5-pass.
Sport Sedan—6-pass.
4-Dr. Sedan—6-pass.
4-Dr. Sta. Wgn.—2-seat
4-Dr. Sta. Wgn.—3-seat

BEL AIRS
All Models

BISCAYNES
All Models

FACTORY-INSTALLED OPTIONS

Required on eligible 119" wheelbase models

- Automatic Transmission
- Std. V8 Engine

Required on Caprice coupe and sedan and Impala coupes and sport sedan

- Power Steering

Not required but acceptable and capitalized cost will be included if ordered and factory installed—

- AM Pushbutton Radio
- Power Steering (*is required* on the models as shown above)
- Power Brakes
- White Sidewall Tires (Original Equipment —Option P77)
- Wheel Covers (Std. on Caprice—Option PO1 on other models unless equipped with Super Sport option.)
- Tinted Windshield
- Vinyl Top
- Four-Season Air Conditioning
- Tinted Windows (all)—Only if ordered with Air Conditioning
- 327-cu.-in. 250-hp V8 Engine is an alternate choice only if ordered with Air Conditioning

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Allowances under the Plan (continued)

For Daily Rental Usage

LIGIBLE MODELS

APRICES
oupe—5-pass.
edan—6-pass.

MPALAS
-Dr. Sedan—6-pass.
port Coupe—5-pass.
ustom Coupe—5-pass.✓
port Sedan—6-pass.
onvertible—5-pass.
-Dr. Sta. Wgn.—3-seat

ACTORY-INSTALLED OPTIONS

equired on eligible Caprices and Impalas:
- Automatic Transmission
- Power Steering
- AM Pushbutton Radio
- Wheel Covers (Std. on Caprice—Option PO1 on other models unless equipped with [illegible]er Sport option.)
- White Sidewall Tires (Original Equipment —Option P-77)
- Std. V8 Engine

ot required but acceptable and capitalzed cost will be included if ordered and actory installed—
- Power Brakes
- Four-Season Air Conditioning
- Tinted Windows (all)—Only if ordered with Four-Season Air Conditioning
- 327-cu.-in. 250-hp V8 Engine is an alternate choice only if ordered with Air Conditioning

ELIGIBLE MODELS

CHEVELLE MALIBUS
4-Dr. Sedan—6-pass.✓
Sport Coupe—5-pass.✓
Sport Sedan—6-pass.✓
Convertible—5-pass.

CAMAROS
Sport Coupe—4-pass.
Convertible—4-pass.

FACTORY-INSTALLED OPTIONS

Required on eligible Malibus and Camaros:
- Automatic Transmission
- Power Steering
- AM Pushbutton Radio
- Wheel Covers (Option PO1)
- White Sidewall Tires (Original Equipment —Option P58, or only on Chevelles equipped with Air Conditioning, P62)
- Power Top on Convertibles
- Std. 6-cyl. or Std. V8 Engine

Not required but acceptable and capitalized cost will be included if ordered and factory installed—
- Air Conditioning—Only if ordered with V8 Engine
- Power Brakes—Only if ordered with Air Conditioning
- Tinted Windows (all)—Only if ordered with Air Conditioning

ELIGIBLE MODELS

CHEVY II NOVAS
2-Dr. Coupe—5-pass.
4-Dr. Sedan—6-pass.

FACTORY-INSTALLED OPTIONS

Required on eligible Chevy II Novas:
- Automatic Transmission
- AM Pushbutton Radio
- Wheel Covers (Option PO1)
- White Sidewall Tires (Original Equipment —Option P58)
- Std. 6-cyl. or Std. V8 Engine

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Allowances under the Plan (continued)

ualified Leasing and Commercial uaranteed Values

n passenger cars sold or leased to qualified easing or commercial fleet users, Chevrolet ill guarantee that the used car wholesale alues of the specified models will be at least qual to an amount determined by multiplying he capitalized cost by the guaranteed percent pplicable to the months in service as shown in the Guaranteed Percent of Capitalized Cost table.

To be eligible for the guarantee, a passenger car enrolled under the commercial and leasing Guaranteed Value Program must be in service by or before June 30, 1968, and remain in commercial or leasing service from 18 to 36 months following the date of delivery to the qualified fleet user.

GUARANTEED PERCENT OF CAPITALIZED COST

MONTHS IN SERVICE	GROUP I: CAPRICE SERIES Coupe—5-pass. Sedan—6-pass. IMPALA SERIES Custom Coupe—5-pass. Sport Coupe—5-pass. Sport Sedan—6-pass.	GROUP II: CAPRICE SERIES 4-Dr. Estate Wgn.—2-seat 4-Dr. Estate Wgn.—3-seat IMPALA SERIES 4-Dr. Sedan—6-pass. 4-Dr. Station Wgn.—2-seat 4-Dr. Station Wgn.—3-seat BEL AIR SERIES All Models	GROUP III: ENTIRE CHEVROLET BISCAYNE SERIES
18	62.3%	60.7%	58.2%
[illegible]	61.6	59.2	56.7
[illegible]	60.7	57.7	55.2
21	59.2	56.2	53.7
22	57.7	54.7	52.2
23	56.2	53.2	50.7
24	54.7	51.7	49.2
25	53.2	50.2	47.7
26	51.7	48.7	46.2
27	50.2	47.2	44.7
28	48.7	45.7	43.2
29	47.2	44.2	41.7
30	45.7	42.7	40.2
31	44.2	41.2	38.7
32	42.7	39.7	37.2
33	41.2	38.2	35.7
34	39.7	36.7	34.2
35	38.2	35.2	32.7
36	36.7	33.7	31.2

Qualified Daily Rental Guaranteed Value

On passenger cars utilized in daily rental service, Chevrolet will guarantee that the used car wholesale value of the models specified will not be less than the amount determined by deducting from the capitalized cost an amount determined by multiplying the monthly amount in the Eligible Models and Deductions table by the number of months which have occurred from the delivery date of the car to the qualified fleet user to the date the qualified fleet user removes the car from service. To be eligible for the guarantee, a car enrolled under the rental Guaranteed Value Program must be placed in service by or before February 29, 1968, and be removed from service neither earlier than the date of the 1969 model announcement nor

DAILY RENTAL ELIGIBLE MODELS AND MONTHLY DEDUCTIONS*

CAPRICE (V8 MODELS ONLY)**	
Coupe—5-pass.	$62
Sedan—6-pass.	65
IMPALA (V8 MODELS ONLY)**	
4-Dr. Sedan—6-pass.	$59
Sport Coupe—5-pass.	59
Custom Coupe—5-pass.	60
Sport Sedan—6-pass.	61
Convertible—5-pass.	77
4-Dr. Station Wgn.—3-seat	68
CHEVELLE MALIBU (6-CYL. & V8)	
4-Dr. Sedan—6-pass.	$56
Sport Coupe—5-pass.	56
Sport Sedan—6-pass.	58
Convertible—5-pass.	74
CAMARO (6-CYL. & V8)	
Sport Coupe—4-pass.	$61
Convertible—4-pass.	74
CHEVY II NOVA (6-CYL. & V8)	
4-Dr. Sedan—6-pass.	$52
2-Dr. Coupe—5-pass.	55

*On passenger cars equipped with Four-Season Air Conditioning, increase above deductions by $6 for Area #2 as defined below. For all other areas, increase above deductions by $10.

**On passenger cars equipped with the 327-cu.-in. 250-hp V8 Engine, increase above deductions by $2.

AIR CONDITIONING AREAS

Under the Plan, Area #2 includes the following states:

Alabama
Arizona
Arkansas
California
Colorado
Delaware
Florida
Georgia
Kansas
Kentucky
Louisiana
Maryland
Mississippi
Missouri
Nevada
New Mexico
North Carolina
Oklahoma
South Carolina
Tennessee
Texas
Utah
Virginia
Washington, D.C.
West Virginia

and selected counties, detailed below in the following states—

Illinois
Indiana
New Jersey
Ohio
Pennsylvania

Under the Plan, Automotive Market Report values for Area #2 will be utilized in establishing wholesale values for Area #2. Automotive Market Report values shown for Area #1 will be utilized for all other Areas.

SELECTED COUNTIES INCLUDED IN AREA #2

ILLINOIS

Adams
Alexander
Bond
Greene
Hamilton
Hancock
Moultrie
Peoria
Perry

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Calhoun
Cass
Champaign
Christian
Clark
Clay
Clinton
Coles
Crawford
Cumberland
DeWitt
Douglas
Edgar
Edwards
Effingham
Fayette
Franklin
Fulton
Gallatin
Jackson
Jasper
Jefferson
Jersey
Johnson
Lawrence
Logan
Macon
Macoupin
Madison
Marion
Mason
Massac
McDonough
McLean
Menard
Monroe
Montgomery
Morgan
Pike
Pope
Pulaski
Randolph
Richland
Saline
Sangamon
Schuyler
Scott
Shelby
St. Clair
Tazewell
Union
Vermilion
Wabash
Washington
Wayne
White
Williamson

OHIO

Adams
Athens
Belmont
Brown
Butler
Champaign
Clark
Cle[illegible]ont
Cl[illegible]
Darke
Fairfield
Fayette
Franklin
Gallia
Greene
Guernsey
Hamilton
Highland
Hocking
Jackson
Lawrence
Licking
Madison
Meigs
Miami
Monroe
Montgomery
Morgan
Muskingum
Noble
Perry
Pickaway
Pike
Preble
Ross
Scioto
Vinton
Warren
Washington

PENNSYLVANIA

Adams
Allegheny
Bedford
Berks
Blair
Bucks
Cambria
Chester
Cumberland
Dauphin
Delaware
Fayette
Franklin
Fulton
Greene
Huntingdon
Juniata
Lancaster
Lebanon
Mifflin
Montgomery
Perry
Philadelphia
Somerset
Washington
Westmoreland
York

INDIANA

Bartholomew
Boone
Brown
Clark
Clay
Clinton
Crawford
Daviess
Dearborn
Decatur
Delaware
Dubois
Fayette
Floyd
Fountain
Fr[illegible]n
Gibson
Greene
Hamilton
Hancock
Harrison
Hendricks
Henry
Jackson
Jefferson
Jennings
Johnson
Knox
Lawrence
Madison
Marion
Martin
Monroe
Montgomery
Morgan
Ohio
Orange
Owen
Parke
Perry
Pike
Posey
Putnam
Randolph
Ripley
Rush
Scott
Shelby
Spencer
Sullivan
Switzerland
Tippecanoe
Tipton
Union
Vanderburgh
Vermillion
Vigo
Warren
Warrick
Washington
Wayne

NEW JERSEY

Atlantic
Burlington
Cape May
Cumberland
Mercer
Ocean

Specific Exclusions

The following are specifically excluded from eligibility for allowances under the Plan.

1. Passenger cars utilized in demonstration service, whether owned or leased.

2. Passenger cars furnished to supervisory or other dealership personnel.

3. Passenger cars utilized in dealership courtesy car service.

4. Passenger cars covered by any other Chevrolet allowance program.

5. The Sportvan, Carryall, El Camino and all Chevrolet truck models.

Application Due Dates

Dates that types of applications are due in the Chevrolet Zone Office are as follows:

1. Basic Purchase Allowances (GSD 750-A) or Notice of Enrollment in the Guaranteed Value Program (GSD 750-C).
Within 60 days from the date the passenger car is delivered by the Chevrolet dealer to the fleet user or placed in dealership rental or leasing service.

2. 5% Purchase Allowance (GSD 750-B) (For passenger cars utilized in daily rental service only):
Within 60 days after either the date of the next succeeding new model announcement or after completion of four months of service, whichever is later.

3. Guaranteed Value Allowance (GSD 750-D):
- Commercial or Leasing Service—Within 60 days from the date the passenger car is either removed from service if from 18 to 36 months after the date of delivery or upon completion of 36 months of service, whichever occurs earlier.
- Rental Service—Within 60 days from the date of removal from service. (Such removal must occur between the next succeeding new model announcement and February 28, 1969.)

Applications for Basic Purchase Allowances

Applications for Basic Purchase Allowances (GSD 750-A) should be forwarded in duplicate to the local Chevrolet Zone Office when such applications are due. If a dealer fails to make application for the Basic Purchase Allowances for credit to the dealership or for payment to a qualified fleet user on any passenger car within sixty (60) days after such allowances become due, such failure shall constitute a waiver of any claim for such allowances under the Plan.

Instructions for completion of the Application for Basic Purchase Allowances (GSD 750-A) are as follows:

Dealer checks proper place in the box outline in the upper right hand part to designate that the allowance(s) is either to be credited to the dealer or paid to the qualified fleet user *on all passenger cars listed on the sheet.* Prepare separate forms for dealer credits and fleet user payments so that credits and payments are not interm[illegible]led on the same application sheet.

COLUMN A

VEHICLE IDENTIFICATION NUMBER—Complete passenger car identification (serial) number.

COLUMN B

CHEVROLET INVOICE NUMBER—The number on the invoice for the passenger car on which the allowance is claimed. On cars secured from another dealership: -

Obtain factory invoice numbers for commercial and leasing transactions.

Obtain copies of factory invoices for rental transactions.

A copy of the Chevrolet Motor Division Invoice must be attached for each rental car listed.

COLUMN C

DEALER INVOICE NUMBER—The invoice number issued by the dealer to the fleet user. *A copy of the Dealer Invoice for each sold car listed must be attached.* A car transferred to dealership rental or leasing service does not require either a copy of the Dealer Invoice or the invoice number.

COLUMN D

FLEET [illegible]ER NAME AND ADDRESS—List the names of the qualified fleet users to which the passenger cars were sold. In the case of a transfer to dealership rental or leasing operation, list the dealership name. If payment is to be made to the fleet user, the mailing address of the fleet user should also be shown. For cars delivered on or after March 1, 1968, for daily rental service, use a separate application for each fleet user to which payment is to be made.

COLUMN E

CODE—Transaction code number under which the sale or transaction qualifies. The code numbers appear on the reverse side of the application.

COLUMN F

DELIVERY DATE—Day, month and year passenger car was delivered to the fleet user or placed in dealership rental or leasing service.

COLUMN G

BASIC PURCHASE ALLOWANCE—Enter $50.00 for each car listed.

COLUMN H

FACTORY-INSTALLED WHITEWALL TIRES (ORIGINAL EQUIPMENT)—Enter the total of Dealer Net and Factory D & H for Original Equipment Whitewall Tires applicable to the model placed in rental service on which whitewall tires were installed at the factory. If there is more than one (1) Original Equipment Whitewall Tire Option available on the model, the amount entered is to correspond with the price for the option that replaces the standard size tires on the model.

COLUMN I

ALLOWANCES—FACTORY-INSTALLED AIR CONDITIONING—Show $75.00 for each passenger car with factory-installed air conditioning which qualifies for such allowance under the Plan and which will be retained in rental service for either six months prior to the next succeeding new model announcement or for four months if the service completion date is on or after the next succeeding new model announcement.

COLUMN J

PURCHASE ALLOWANCE AMOUNT—Total of the amounts of Columns G, H, and I.

In support of the Application for Basic Purchase Allowances under the Plan, the dealer shall submit with the application the following supporting documents:

(a) TRANSACTIONS INVOLVING THE SALE OF A PASSENGER CAR BY THE DEALER: *A copy of the Dealer Invoice* and, for each rental unit, a *copy of the Chevrolet Motor Division Invoice.*

A Certification of Delivery, signed by an authorized representative of the purchaser, indicating the type of transaction, intended compliance with the minimum months in service requirements of the Plan, and the date of physical delivery of the passenger car to the purchaser. Such Certification of Delivery may be included on the dealer invoice or on a separate form attached to the dealer invoice, at the dealer's option.

Certification of Delivery shall be stated in the following manner: "The undersigned hereby acknowledges receipt of the new Chevrolet passenger car(s) listed hereon (below) and certifies that such passenger car(s) is purchased solely for use in its ____(commercial / rental / leasing)____ service and will be retained in such service for a minimum of ________ months."

Vehicle identification number(s).

Date of Delivery ____________________

Purchaser Firm Name ____________________

Authorized Signature ____________________

A Signed Statement by the Leasing Fleet User showing that the leased car is for daily rental service if the transaction is a sale by dealer to a qualified leasing company for lease to a qualified rental company for use in daily rental service (Transaction No. 3).

(b) TRANSACTIONS INVOLVING DIRECT LEASE (Transaction No. 2 and No. 4) by the dealer—

A Copy of the Lease Agreement, together with attachments, if any, signed by the lessee, and a notation indicating if leased for daily rental service.

(c) TRANSACTIONS INVOLVING PLACEMENT IN DAILY RENTAL SERVICE (Transaction No. 5) by the dealership—*A signed copy of the first daily rental agreement.*

Following the receipt of applications on which the dealer has requested payment be made directly to the fleet user, Chevrolet will forward payments for the Basic Purchase Allowance to the fleet user. In addition, the letter on page 10 with attachments as shown will be forwarded to the fleet u[illegible] for cars listed in rental service for which delivery occurred on or after March 1, 1968, but before the next succeeding ne model announcement (Transaction No. 3).

DEFENDANT'S EXH. No. ______
Marked for ID ______
Rec'd in evidence ______
Page 10

CHEVROLET MOTOR DIVISION
General Motors Corporation

To: Chevrolet Zone
Zone Office Address
______
Page ______ Of ______ Pages

Dealer to Check One	
Credit to Dealer	
Pay to Fleet User	

Chevrolet Fleet Plan

No.
Application For Basic Purchase Allowances
Date ______, 19

	A	B	C	D	E	F			G	Rental Only		J
	Vehicle Identification No	Chevrolet Invoice No *	Dealer Invoice No *	Fleet User Name and Address **	Code (See Rev.)	Delivery Date			Basic Purchase Allowance	H Fact Inst W/W Tires	I Fact Inst Air Cond	Purchase Allowance Amount
						Mo	Day	Yr				
1												
2												
3												
4												
5												
6												
7												
8												
9												
					Total Allowance This Application							

* One copy of the Dealer Invoice for each sold car listed above and one copy of the Chevrolet Motor Division Invoice for each rental car listed above must be attached.

** Address to be shown when payment is to be made to fleet user.

The undersigned hereby certifies that the cars listed above are eligible under the Chevrolet Fleet Plan (GSD 750), have been delivered in accordance with the said Plan, and applies for Basic Purchase Allowance either to be credited to the dealer or to be paid to the fleet user, as checked above under the aforementioned Plan. It is further understood and agreed to that any applicable 5% Purchase Allowance under the Chevrolet Fleet Plan on the cars listed above is also to be either credited to the dealer or paid to the fleet user as checked above. Dealer further certifies that cars in Column I which are coded 5 in Column E above will meet the 65% daily rental service requirement to other than dealership service and sales customers.

Firm Name of Dealership ______
Dealership Location ______
Authorized Signature ______
Dealer Code ______

For Use by Zone Office
No. Units on this Application ______
Total Allowance this Application $ ______
To Resident Comptroller. The above application has been checked and is approved for handling.
Zone Manager ______
Date ______

Below Space For Financial Use Only
Total Amount ______

Cross Referenced By	Priced By		Compt. By		Account Classification	Audited By	Financial Dept. Approval By
	1	2	1	2			

Copy Distribution 1. Chevrolet Financial 2. Zone Office 3. Dealer Copy

GSD 750-A
Prtd. 10-67

APPLICATION FOR BASIC PURCHASE ALLOWANCES

EW1197

DEFENDANT'S EXH. No: ______
Marked for ID ______
Rec'd in Evidence ______
Page 11

CHEVROLET MOTOR DIVISION
GENERAL MOTORS CORPORATION

____
Date

We have been advised and are pleased to know that your company has purchased ______1968 model Chevrolet passenger car(s) from
(Name of Chevrolet Dealership)____________________
(Location)____________________
Your Dealer has requested that any fleet allowance(s) or guaranteed value allowance for which these passenger cars qualify under the provisions of the Chevrolet Fleet Plan be paid directly to your company.

For your convenience in applying for such allowance(s), we have enclosed the attachments shown below. Any additional instructions and forms you may need to complete your application(s) are available from the Chevrolet Zone Office at your request. Dates of eligibility to apply are shown in the instructions and we ask that your applications be furnished us no later than 60 days after these dates.

We are most appreciative of your purchases and hope to continue to deserve favorable consideration in your future selection of automotive products. If we can offer any further assistance, we hope you will contact the Chevrolet Zone Office at the address above.

Yours very truly,

Zone Organization Manager

Attachments

_____Set of Instructions
_____Applications for 5% Purchase Allowances
_____Applications for Guaranteed Value Allowances
_____Passenger Car Purchase Record(s) - or a Copy of Application or Notice of Enrollment In Guaranteed Value Program

(Letter to be mailed from the Chevrolet Zone Office to the fleet user for Dealer Requests to pay allowance(s) directly to fleet users.)

" wwww

DEFENDANT'S EXH. No. ______

Marked for ID ______

Rec'd in Evidence ______

Page 12

PASSENGER CAR PURCHASE RECORD
1968 CHEVROLET FLEET PLAN

Passenger Car Identification No. ______

Model Name ______

1. Name of Fleet User ______

Mailing Address ______

2. Delivery Date of Car ______

3. Delivering Dealership ______

Mailing Address ______

4. Chevrolet Motor Division Invoice No. ______

[illegible]eported Usage: Rental ______ Leasing ______ Commercial ______

6. Type of Allowance Application to Be Forwarded by Fleet User

5% Purchase Allowance ______ Guaranteed Value Allowance ______

Passenger Car Identification No. ______

Model Name ______

1. Name of Fleet User ______

Mailing Address ______

2. Delivery Date of Car ______

3. Delivering Dealership ______

Mailing Address ______

4. Chevrolet Motor Division Invoice No. ______

5. Reported Usage: Rental ______ Leasing ______ Commercial ______

6. Type of Allowance Application to Be Forwarded by Fleet User:

5% Purchase Allowance ______ Guaranteed Value Allowance ______

Chevrolet Zone ______

Zone Mailing Address ______

Date ______

ATTACHMENT TO CHEVROLET ZONE OFFICE LETTER

E-1109
DEFENDANT'S EXH. No. WWWW
Marked for ID 7
Rec'd in Evidence
Page 13

Application for 5% Purchase Allowance

pplications for the 5% Purchase Allowance SD 750-B) when due under the Plan should e made in duplicate to the Chevrolet Zone ffice (in which the selling dealer is located) by e dealer, or qualified rental and/or leasing eet user if the dealer requested this handling n the Application for Basic Purchase Allownce. If a dealer or a qualified rental and/or asing fleet user, as specified by the dealer, ails to make application for the 5% allowance n any passenger car within sixty (60) days fter such allowance becomes due, such failure hall constitute a waiver by either the dealer r the qualified rental and/or leasing fleet user f any claim for such allowance under the Plan. nstructions for completion of the Application or 5% Purchase Allowances (GSD 750-B) are s follows:

OLUMN A

EHICLE IDENTIFICATION NUMBER—Complete asse[illegible]r car identification (serial) number.

COLUMN B

CHEVROLET INVOICE NUMBER—The number entered should correspond with the Chevrolet Invoice Number shown previously on the Application for Basic Purchase Allowances (GSD 750-A) or on the Passenger Car Purchase Record.

COLUMN C

FLEET COMPANY—If the dealer applies, list the names of the qualified rental and/or leasing fleet users to which the passenger cars were sold. If placed in dealership rental or leasing service, list dealership name. If the qualified rental or leasing fleet user applies, leave this column blank.

COLUMN D

CODE—Insert the appropriate transaction code from the reverse side of the application.

COLUMN E

DELIVERY DATE—Day, month and year passenger car was delivered to the qualified rental and/or leasing fleet user or placed in dealership daily rental service.

COLUMN F

5% ALLOWANCE—This amount is to be an allowance of 5% calculated in accordance with the provisions for the model change allowance in the Dealer Selling Agreement for each passenger car which qualifies for such allowance under the Plan. The Chevrolet Zone Office where the application is forwarded will complete the 5% values for qualified rental and/or leasing fleet user applications.

Total allowances included in each application are to be computed by adding Column F down and inserting the results on this application "Total Allowances" line at the bottom of this column.

No documents are required in support of the Application for 5% Purchase Allowance under the Plan.

E-1110
wwww

DEFENDANT'S EXH. No. ____
Marked for ID ____
Rec'd in Evidence ____
Page 14

EVROLET MOTOR DIVISION
neral Motors Corporation

To: Chevrolet Zone *
Zone Office Address
______

Page ____ Of ____ Pages

Chevrolet Fleet Plan

No.

Application For 5% Purchase Allowance

Date ____ 19

	A Vehicle Identification No.	B Chevrolet Invoice No.	C Fleet User Name (For Dealer Use Only)	D Code (See Rev.)	E Delivery Date Mo.	 Day	 Yr.	F 5% Allowance **	G For Financial Use
1									
2									
3									
4									
5									
6									
7									
8									
9									
				Total Allowance This Application					

Forward to Zone Office in which Selling Dealer is located.
For De[illegible] or Chevrolet Use Only.

e undersigned hereby certifies that the cars listed above have qualified in accordance with the Chevrolet Fleet Plan, (GSD 750), have been in daily rental service for a minimum period of four months, were in ily rental service on the date of the next succeeding announcement of new Chevrolet models, and applies for 5% Purchase Allowance under the aforementioned Plan. Dealer further certifies that cars coded in Column D above have met the 65% daily rental service requirement to other than dealership service and sales customers.

m Name of Dealership
Fleet User ____
Mailing Address ____

thorized Signature ____
Dealer Code ____
(Complete only if Application is from Dealer)

r Use by Zone Office
. Units on this Application ____
Total Allowance this Application $ ____
Resident Comptroller: The above application has been checked and is approved for handling.
ne Manager ____
Date ____

low Space For Financial Use Only
Total Amount ____

Cross Referenced By	Priced By		Comp't. By		Account Classification	Audited By	Financial Dept. Approval By
	1	2	1	2			

py Distribution 1. Chevrolet Financial 2. Zone Office 3. Dealer or Fleet Company Copy

GSD 750-B
Prtd. 10-67

APPLICATION FOR 5% PURCHASE ALLOWANCE

E-1111

14

wwww

DEFENDANT'S EXH. No.____
Marked for ID ____
Rec'd in Evidence ____
Page 15

Notice of Enrollment in Guaranteed Value Program

Notice of Enrollment in Guaranteed Value rogram (GSD 750-C) is to be completed and orwarded in duplicate by the dealer to the local hevrolet Zone Office for Guaranteed Value Pro-ram under Paragraph C (pages 4 through 7). f a dealer fails to furnish the Notice of Enrollnent in Guaranteed Value Program to the Zone ithin sixty (60) days after the sale or placement n service of such passenger car(s), such failure hall constitute a waiver of any claim for the uaranteed Value Programs under the Plan.

nstructions for completion of the Notice of nrollment in Guaranteed Value Program (GSD 50-C) are as follows:

ealer checks the proper place in the box utline in the upper right hand part to designate hat either the dealer or the fleet user is to apply or GVP (Guaranteed Value Program) *on all cars sted on the sheet.* Separate forms should be repared when dealer is to apply for GVP and hen [illegible]et user is to apply for GVP so that no termingling of such notices of intent to apply ccurs on the same sheet.

OLUMN A

EHICLE IDENTIFICATION NUMBER—Complete assenger car identification (serial) number.

COLUMN B

CHEVROLET INVOICE NUMBER—The number on the invoice for each passenger car that is listed. If a car is transferred from another dealer, secure the number from such dealer.

COLUMN C

DEALER INVOICE NUMBER—The invoice number issued by the dealer to the fleet user. *A copy of the Dealer Invoice for each sold car listed must be attached.* A car transferred to dealership rental or leasing service does not require either a copy of the Dealer Invoice or the invoice number.

COLUMN D

FLEET COMPANY NAME AND ADDRESS—List the names and, if the fleet user is checked to apply for Guaranteed Value Program, the mailing addresses of the qualified fleet users to which the listed passenger cars were sold. For cars transferred to dealership rental or leasing operation, list the dealer name. *Use a separate form for each fleet user which is checked to apply for Guaranteed Value Allowance.*

COLUMN E

CODE—Transaction code number under which the sale or transfer qualifies. The code numbers appear on the reverse side of the application.

COLUMN F

DELIVERY DATE—Month, day of the month, and year passenger car was delivered to the fleet user or placed in dealership daily rental or leasing service.

In support of the Notice of Enrollment in Guaranteed Value Program under the Plan, the dealer shall submit with the Notice the following supporting documents:

For each passenger car listed—One copy of the Dealer Invoice for each car sold.

Following the receipt of applications on which the dealer has requested payment be made directly to the fleet user, Chevrolet, for qualified fleet users, will forward the letter with attachments, shown under the Application for Basic Purchase Allowances instructions, to the fleet user concerned for the cars listed.

E-1112 WWWW

DEFENDANT'S EXH. No.
Marked for ID
Rec'd in Evidence
Page 16

CHEVROLET MOTOR DIVISION
General Motors Corporation

To: Chevrolet Zone
Zone Office Address

Page of Pages

Dealer to Check One	
Dealer to Apply for G V P	☐
Fleet User to Apply for G V P	☐

Chevrolet Fleet Plan

No.

Notice of Enrollment in Guaranteed Value Program

Date 19

	A	B	C	D	E	F			
	Vehicle Identification No	Chevrolet Invoice No	Dealer Invoice No *	Fleet User Name and Address **	Code (See Rev.)	Delivery Date			For Financial Use Only
						Mo	Day	Yr	
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									

* One copy of the Dealer Invoice for each sold car listed above must be attached.
** Address to be shown if fleet user is to apply for GVA.

The undersigned hereby certifies that the cars listed above are eligible under the Chevrolet Fleet Plan (GSD 750), have been delivered in accordance with the said Plan and elects to waive any and all Purchase Allowances and advises of enrollment by dealer or fleet user, as checked above, in the Guaranteed Value Program under the aforementioned Plan.

Firm Name of Dealership

Dealer Code

Authorized Signature

Dealership Location

To Resident Comptroller: The above application has been checked and is approved for handling.

Zone Manager

Date

Copy Distribution 1. Chevrolet Financial 2. Zone Office 3. Dealer Copy

GSD 750-C
Prtd 10-67

NOTICE OF ENROLLMENT IN GUARANTEED VALUE PROGRAM

Application for Guaranteed Value Allowance

pplications for Guaranteed Value Allowance SD 750-D) when due under the Plan should forwarded in duplicate to the Chevrolet Zone fice (in which the selling dealer is located) by e dealer, or the fleet user if the dealer reested this handling on the Notice of Enrollent in Guaranteed Value Program (GSD 0-C). If a dealer or a fleet user, as specified the dealer, fails to make application for such owance on any passenger car within sixty 0) days after the allowance becomes due, ch failure shall constitute a waiver by either e dealer or the fleet user of any claim for such owance under the Plan.

structions for completion of the Application Guaranteed Value Allowance (GSD 750-D) e as follows:

LUMN A
HICLE IDENTIFICATION NUMBER—Complete ssen car identification (serial) number.

LUMN B
EVROLET INVOICE NUMBER—The number tered should correspond with the Chevrolet voice Number shown previously on the Notice Enrollment in Guaranteed Value Program SD 750-C) or the Passenger Car Purchase ecord.

LUMN C
EET COMPANY NAME—List the name of each alified fleet user to which the passenger cars ted were sold. If transferred to dealership ntal or leasing operation, list the dealer name. he fleet user applies, leave this column blank.

LUMN D
DE—Transaction code number under which e sale or transfer qualifies. The code numbers pear on the reverse side of the application.

LUMN E
LIVERY DATE—Month, day of the month, and ar passenger car was delivered to the fleet er o laced in dealership leasing or daily ntal vice.

COLUMN F
REMOVED FROM SERVICE—Month, day of the month, and year passenger car was removed from the service for which it was reported on the Notice of Enrollment in Guaranteed Value Program (GSD 750-C). If still in service, show an "X".

COLUMN G
ELIGIBLE MONTHS—(FOR CHEVROLET USE ONLY)—Zone will show to the nearest complete month the service time, either from the delivery date to the removal date for cars in rental service, or from delivery date to removal from or expiration date of eligible service, whichever occurs earlier for commercial or leasing service. A difference of 16 days or more shall be considered a full month.

COLUMN H
CAPITALIZED COST—(FOR CHEVROLET USE ONLY)—The Chevrolet Zone will enter the capitalized cost based on information which the Finance Location will have previously supplied from the Notice of Enrollment in Guaranteed Value Program.

COLUMN I
GUARANTEED PERCENT OR DEDUCTIBLE AMOUNT—(FOR CHEVROLET USE ONLY)—Zone will enter the percentage figure corresponding to the Months in Service under the Guaranteed Percent of Capitalized Cost table from the proper group under Paragraph C (Pages 4 through 7) for a passenger car in leasing and commercial use. Zone will enter the total deductible amount, determined by multiplying the monthly rate in the Eligible Models and Deductions table by the eligible months (Column G) for the corresponding model in Paragraph C (Pages 4 through 7) of this Plan for passenger car in rental use.

COLUMN J
GUARANTEED VALUE—(FOR CHEVROLET USE ONLY)—Zone will multiply the Capitalized Cost (Column H) by the Guaranteed Percent (Column I) to determine and insert the Guaranteed Value for *commercial* or *leasing* cars in this column. Zone will enter the difference between the capitalized cost and applicable deductible amount for passenger cars utilized in *rental* service in this column.

COLUMN K
AUTOMOTIVE MARKET REPORT LESS $100.00—(FOR CHEVROLET USE ONLY)—Zone will enter the used car wholesale value for the passenger car concerned, including adjustments for optional equipment for the Zone in which the car is taken out of service less $100.00 in the first report published by Automotive Market Report following the date the car is removed from service. If for any reason, Automotive Market Report wholesale prices should no longer be available on a continuing basis or on a specific model, Chevrolet reserves the right to establish an alternate method of computing wholesale values that Chevrolet determines in its sole discretion to be consistent with the intent of this Plan.

COLUMN L
ALLOWANCE AMOUNT—(FOR CHEVROLET USE ONLY)—Zone will enter here the amount by which the figure in Column J exceeds the amount in Column K.

No documents are required in support of the Application for Guaranteed Value Allowance under the Plan other than advice from the applicant of the out-of-service Zone if it is different from the in-service Zone, based on the Automotive Market Report.

DEFENDANT'S EXH. No. WWWW
Marked for ID
Rec'd in Evidence
Page 18

CHEVROLET MOTOR DIVISION
General Motors Corporation

To: Chevrolet Zone *
Zone Office Address

Page of Pages

Chevrolet Fleet Plan

№ 000001
Application For Guaranteed Value Allowance

Date 19

											For Chevrolet Use Only					
	A	B	C	D	E			F			G	H	I	J	K	L
	Vehicle Identification No.	Chevrolet Invoice No.	Fleet User Name (For Dealer Use Only)	Code (See Rev.)	Delivery Date			Rmvd from Serv			Elig Mos	Capitalized Cost	Guaranteed Percent or Deduct Amt.	Guaranteed Value	A M R Less $100	Allowance Amount
					Mo	Day	Yr.	Mo	Day	Yr.						
1																
2																
3																
4																
5																
6																
7																
8																
9																

The undersigned hereby certifies that the cars listed above have qualified in accordance with the Chevrolet Fleet Plan, (GSD 750), have been previously reported on Notice of Enrollment in Guaranteed Value Pro[illegible] Form GSD 750-C, and hereby applies for Guaranteed Value Allowance under the aforementioned Plan.

Firm [illegible] of Dealership or Fleet User

Mailing Address

Authorized Signature

Dealer Code

* Forward to Zone in which Selling Dealer is located.

(Complete only if Application is from Dealer)

For Use by Zone Office

No. Units on this Application

Total Allowance this Application $

To Resident Comptroller: The above application has been checked and is approved for handling.

Zone Manager

Date

Below Space For Financial Use Only

Total Amount

Cross Referenced By	Priced By		Comp't. By		Account Classification	Audited By	Financial Dept. Approval By
	1	2	1	2			

Copy Distribution 1. Chevrolet Financial 2. Zone Office 3. Dealer or Fleet Company Copy

GSD 750-D
Prnd 10-67

APPLICATION FOR GUARANTEED VALUE ALLOWANCE

E-1115
WWWW

DEFENDANT'S EXH. No. ____
Marked for ID ____
Rec'd in Evidence ____
Page 19

Retention of Records

A. Dealer

The dealer shall prepare, keep up to date and retain for a minimum of two years after the submission of any application for allowances the following supporting documents:

1. Dealership accounting records pertaining to transactions on which the dealer has applied for allowances under the Plan.

2. Dealership copies of dealer invoices covering sales of passenger cars to qualified fleet users under the Plan.

3. Purchase orders (or equivalent forms) issued by qualified fleet users. If purchase orders are not issued by the fleet user, the dealer will retain a copy of his retail order form, dated and signed by an authorized representative of the fleet user.

4. Copies of all lease agreements covering passenger cars leased by dealership to lessees or o qualified rental companies for daily rental service. Each lease must indicate the term of he l[illegible] and must also indicate whether the passenger car is to be placed in daily rental service.

5. Copies of dealership lease car record forms (or similar records) reflecting compliance with he in-service time requirements of the Plan covering leasing transactions.

6. Copies of dealership rental car record forms (or similar records) reflecting compliance with he in-service time requirements of the Plan nd indicating the total in-service time together with dealership copies of rental agreements.

7. Evidence of passenger car registrations in hose states where such evidence is available o the dealer.

With the exception of purchase orders, the forementioned records must identify the passenger cars by vehicle identification number. All records shall be maintained at the dealer's place of business and made available to representatives of Chevrolet at any time during he dealer's normal business hours.

Altho[illegible] the aforementioned records will normally provide sufficient information to permit verification of the qualification of transactions or which Application for Allowances have been made, there may be instances in which further documentation will be required in the course f such verifications.

If additional documentation is required, it shall be the responsibility of the dealer to make satisfactory documents available to Chevrolet for inspection.

For this reason the dealer, in the course of negotiating transactions which qualify for allowances under the Plan, is to reach agreement with each qualified fleet user that such information shall be made available to either the dealer or to Chevrolet as outlined in the following paragraph should the need arise.

B. Fleet users designated by dealer to forward Application for Allowances.

1. Fleet user accounting records pertaining to transactions on which the fleet user has applied for allowances under the Plan.

2. Fleet user copies of dealer invoice covering purchases of passenger cars under the Plan.

3. Purchase orders (or equivalent forms) issued.

4. Copies of all lease agreements covering passenger cars leased by fleet user to lessees or to qualified rental fleet users for daily rental service. Each lease must indicate the term of the lease and must also indicate whether the passenger car is to be placed in daily rental service.

5. Copies of fleet user lease car record forms (or similar records) reflecting compliance with the in-service time requirements of the Plan covering leasing transactions.

6. Copies of fleet user rental car record forms (or similar records) reflecting compliance with the in-service time requirements of the Plan and indicating the total in-service time together with the fleet user copies of rental agreements.

7. Evidence of passenger car registrations in those states where such evidence is available to the fleet user.

C. General

Any such request for documentation by Chevrolet shall apply only to documents which cover the passenger cars on which either the dealer or the qualified fleet user has applied for allowances under the Plan and shall be limited to those records which indicate that such passenger cars were utilized as stated in the Applications for Allowances.

If examination and audit discloses that any Application for Allowances cannot be supported in whole or in part by either the qualified fleet user or dealer records, or records relating hereto maintained by Chevrolet, the amount of allowance credited, paid, creditable, or payable by Chevrolet on any Chevrolet passenger car which cannot be supported by such records will be disallowed or, if previously credited or paid by Chevrolet, will be charged back by Chevrolet either to dealer's account or to the fleet user, as applicable.

Either credit to a dealer or payment to a fleet user of any allowances under the Plan prior to Chevrolet's examination and audit of either the dealer or the qualified fleet user, as applicable in support of applications thereof, or prior to Chevrolet's examination of records relating thereto maintained by Chevrolet, shall not constitute a waiver by Chevrolet of its right to charge back to either the dealer's account or the fleet user, as applicable, the amount of any allowances which cannot be supported by such records.

BEST COPY AVAILABLE

DEFENDANT'S EXH. No. WWWW
Marked for ID
Rec'd in Evidence
Page 20

Termination or Modification of the Plan

Chevrolet shall have the right to terminate this Plan in its entirety or to modify any of the provisions hereof upon and after written notice thereof to dealers, provided, however, that no such termination or modification by Chevrolet shall affect any dealer's or qualified fleet user's right to receive allowances under the provisions of this Plan for any passenger car on which the dealer or fleet user is entitled to receive allowances under the provisions of the Plan or for any passenger car ordered by the dealer, prior to receipt of such written notice, specifically for sale, rental or lease with the expectation that allowances thereon under this Plan will be credited or paid.

Interpretations of the Plan

In all matters relating to the interpretation and application of any provision or procedure of the Plan, the decision of Chevrolet shall be final.

1116 19

WWWW
l. No.

E-1117

Ex, XXXX - In evidence at hearing only.

CAR INVOICE

ROHRER CHEVROLET CO.

Admiral Wilson Boulevard adjacent Cooper River
Camden, N. J. 08101 Phone, (609) 964-7820

0061

№ 4877

Sold To:
MABCOR INC.
50 Sprain Rd.
Yonkers, NY
PO# 10642

Date 1/10/68

Salesman Fleet

MAKE	MODEL	NEW or USED	SERIAL No.	KEY No.
Chev	16639	New	166398T175091	D2PO1 T1T43

1-68 Caprice 4d Sdn AshGd/#4038

HD Battery	5.72
Vinyl trim	8.15
Undercoat	20.00
Over Invoice	50.00

Pd.

Price of Unit	2366.20
D&H	171.00
FRT	72.00
Vinyl roof	69.15
327-275 Eng	71.58
P/Glide	150.45
P/steering	73.20
P/Brakes	32.55
Rr spkr	10.20
Air Cond	284.65
T/Glass	30.50
W/W Tires	27.39
AM/FM Radio	103.32
N. J. SALES TAX	
Tags, Title etc.	
Ins. Mos. Ded.	
Life Ins. Interest	
TOTAL SALE	3546.06
Cash on Delivery	3546.06
Deposit	3526.06
Note	
Used Car Allowance Pay-off	
Notes Months @ To Starting	3526.06
TOTAL	~~3546.06~~

DEFENDANTS
~~PLAINTIFFS~~ EXH. No XXXX
Marked for ID ______
Rec'd in Evidence ______
Page ______

STATE OF NEW JERSEY COUNTY OF CAMDEN
This is a true and certified copy of the Original Bill of Sale.
Sworn and subscribed before me this 10th Day of January, 1968.

RCCo.—CN—1.66—PPCo.

Ex. ZZZZ - In evidence at hearing only.

DEFTS'
~~P~~LAINTIFF'S EXH. No. ZZZZ
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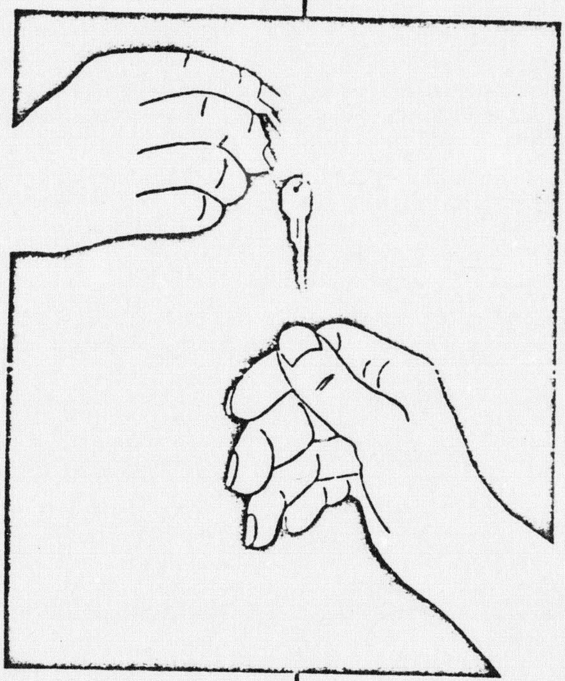
PLF. DEFT. E
EX # 39
WIT.
IN EV FOR ID
DATE 3-30-73
E [illegible] REPORTING SERVICE

Nabcor Training Manual No.1.



the
nabcor
system

NABCOR, INC.
101 BENSON MANOR
JENKINTOWN, PA. 19046

■ an automobile consumer service ■

E-1119

Nabcor
Training Manual No.1.

NABCOR, INC.
JENKINTOWN, PA.
1969

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Nabcor, Inc.

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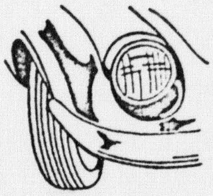
INTRODUCTION

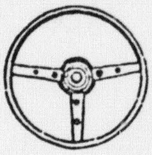
Welcome to the Nabcor System. This is an introduction to your training program, and we will discuss some of the problems, solutions to these problems, methods of operation, and the rewards to be gained. First, let us discuss briefly the Nabcor System. The Nabcor System is concept-devised to enable you to effect new car purchases for your customers and make a profit by doing so. Prior to the Nabcor System, large showrooms, parts inventories, high overhead, and so forth were necessary.

The automobile business is slightly different from most other businesses. You cannot operate an automobile business in the same manner that most laymen expect a business to be run. There are certain peculiarities within the system itself that cannot be avoided. Automobiles are highly complex machines, which require approximately 12,000 parts. Each one of these parts is a highly engineered piece of metal that enables an automobile to give you all the comforts and safety of the home away from home. You can travel at speeds up to 100 miles an hour without wind noises, or rattles. It will transport you quickly and safely to business, shopping, and daily chores. It's a near-perfect piece of machinery. Like any complex piece of machinery, there are some flaws. The manufacturer, in producing an automobile with 12,000 parts in as short a time as it takes to assemble an automobile, (anywhere from four to six weeks) has accomplished what is a near-miracle. A house, certainly, is not nearly as complex as an automobile, and could take six months to build. In the vast system that produces nine million automobiles a year, there will be some imperfections. Nabco~~r~~ cannot be any more perfect than the industry itself. There will be problems that you will encounter. In our training program we want to acquaint you with some of these problems. In the beginning, these may seem enormous to you, but as you adjust to the system these problems will be anticipated, and most of them will be eliminated by preparing the customer for these small irritations.



For example, you may order an automobile, and normal delivery may take from four to six weeks (you promised your customer this) but for some unknown reason, something in this vast, intricate, and almost perfect system broke down. Something in the computer system that has ordered all of the parts to be shipped to an assembly point from all over the country broke down with regard to this particular vehicle, or some other problem in this highly complex system caused this automobile to be rejected from the system. It has to go through the entire process again. This may cause a two, three, or even four week delay. These are unusual situations; nevertheless, they can happen.

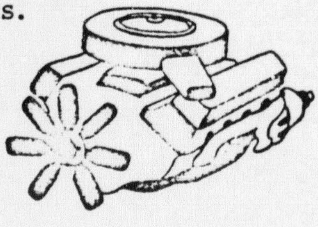
Now you have a highly irate customer who expected his car in four to six weeks. This automobile has taken two months or two and one-half months to deliver. Your normal deliveries may be only four weeks, but this one took longer. Consequently, you have a customer who is calling every day, making complaints, because you've promised him the automobile in four to six weeks, and he expects delivery. You prepare for this particular situation in this manner: When you take an order for the customer for an automobile, explain that normal delivery is six weeks. You feel 99.9% sure that his car will come through in that time, but a problem may arise that may delay the car for a week or so. In so doing, you have prepared your customer, and if such a situation does occur you can always explain the delay by saying, "Well, unfortunately, your particular case is one in a thousand, but there is a delay. We put a tracer on the automobile. We will try to find what has happened to this particular vehicle. We'll handle it as quickly as possible for you but, unfortunately, there can be a delay. As I told you when we wrote this order, this does happen sometimes." In most cases, the customer will be satisfied to wait until the car comes in.



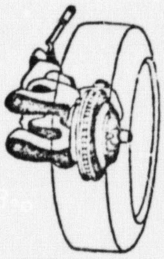
Sometimes an automobile that has been ordered may come through wrong. Actually, this is not your responsibility, nor is it Nabcor's responsibility, nor is it our suppliers' responsibility. Again, something has gone wrong with the system. The computers may have erred in this particular situation, and a black automobile that was ordered with a blue interior may come through with a tan interior. It is unfortunate, but this will cause a delay. The car must be re-ordered. There are situations where dealer preparation or pre-delivery is not perfect — there are many things to be done. The car must be tuned, cleaned, hubcaps put on, and floor and trunk mats installed. There is a protective coating on the automobile when it comes in from the factory, and this must be removed. Every instrument in the automobile, such as gas gauges, blinkers, ammeter, radio, lights, etc., must be checked out. The transmission must be adjusted properly. Many things must be done to make an automobile ready for delivery. Human beings are not perfect. The best mechanic may not have done this particular preparation or, quite possibly, a good mechanic did the preparation properly, but a sloppy porter did the clean-up improperly.

There may be little things, such as a grease spot here or there, that upon close examination may prompt you not to want to deliver the automobile in this condition to your customer. You should go over the car yourself, and correct these slight imperfections.

Problems of this nature will arise, and naturally, if you want to keep your customer happy, you will see that these things are done. He's buying a new automobile, and he thinks that it should shine like a newly-minted coin. It is difficult to get help that will clean every crack and crevice in the car, or to find porters that will take time and pay the necessary attention to detail. A re-examination before delivery sometimes is in order, and this can't be avoided. Cars cannot come through letter perfect in each and every case. We check the automobile in every way before we accept it and deliver the car to you. Unfortunately, there are things that we cannot detect in a quick inspection; we expect you to correct these minor imperfections.



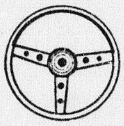
There are other situations that may arise. Automobiles are machines, and are subject to mechanical failure. Even the finest engineered car can fail. It is a production item. There will be times when your customer may take delivery of a car. Everything else is in order, but for some unknown reason he runs into a slight problem of a mechanical nature. If the car should stop, and then not start at all, any dealer will take this as being an emergency, and correct it immediately. But in most cases it will be some little thing that does not affect the operation of the car. This will be put off until after the car has been driven a thousand miles or so. At the time of delivery, you should explain to your customer that there are some things that will be repaired after the car has been driven a thousand miles or so, or when he changes the oil. Certain annoying problems of a mechanical nature that are under warranty will most likely be repaired at that time.



There may be some annoying problems that are not considered warranty problems. These are situations that could have, or should have been taken care of in preparation of the automobile. No one could have foreseen them or could have detected them. Handle this type of situation exactly as it is handled by the new car dealer. Set aside five dollars per car. When you run into one of these problems, and you want to satisfy your customer, send the car to the nearest service center. If you have a service center, take care of the problem yourself. It may be a rattle — have your mechanic take care of it. It may cost you three or four dollars for his time, but you've a satisfied customer and this is just another cost of doing business. If you send this man into the factory dealership, the dealer will not take care of the problem because he will not be reimbursed by the factory. This is not considered "warranty work." The manufacturer does not warrant squeaks, rattles, or water leaks unless, of course, they are excessive water leaks.

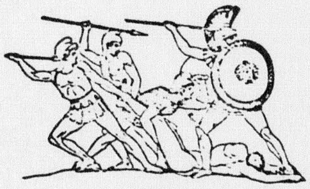
There are certain things that your customer is obligated to do in the operation of his vehicle. Maintenance is his responsibility. He must pay for oil changes and for the oil filter every 2,000 or 4,000 miles; this is normal in the industry. Whatever the manufacturer requires for maintenance is the customer's obligation, and he must pay for this service. Wheel balancing, alignments, tune-ups and adjustments of this type are considered maintenance, and this should be explained to your customer at the time of delivery. Maintenance is his obligation and he must have it done, and he must pay for it. Explaining this to him eliminates a few of the problems.

There are also paint and glass. Glass is not under warranty. If the automobile that you delivered to your customer has no evidence of cracked or chipped glass, and your customer accepts delivery, he then assumes responsibility. He cannot come back to you later and say, "There is a chip in my windshield," and expect you to do something about it. (These are extremely rare cases that we are pointing out, but we do want to prepare you properly.) At that time your position should be, and rightfully so, that this is something that was not there at time of delivery and you are not responsible. It may have been caused by another vehicle kicking a stone. In any case, this happened after he took delivery of the vehicle, and his insurance should take care of it.



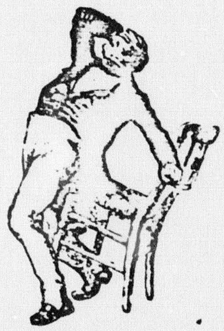
As far as paint is concerned, major imperfections in the paint (for example, chipping throughout, or paint fading) are the responsibility of the manufacturer. But little chips around door edges, hood edges, or trunk edges are a normal thing in a new automobile. Some cars come through without them and some with them. One of the best things to do when you deliver the car to your customer is to buy a can of touch-up paint (this costs about 69 cents) and you can touch up these things yourself. You also can give your customer the can of touch-up paint, and explain to him that if he took this into a dealership for touch-up, very possibly a sloppy worker would be assigned to his car and do a worse job than he could do himself. So give him a can of touch-up paint. This is an investment that would save you time and problems. Explain to him that this is his property; this is his automobile, and he certainly is better off taking care of a little thing like that himself than to have some manual laborer or porter do it. What might be a chip a sixteenth-inch in diameter might well become a blob an inch in diameter when he gets it back. He has to be told that you are offering him this can of touch-up paint as a part of your service to him. We are pointing this out to you to make life easier for you. If your customer understands these things, he's a happier customer, and you avoid situations that cause you to lose a customer.

Another point to remember is that the dealers and their salesmen will not appreciate you. You are competition to them. They have invested a half a million dollars and more for the privilege of selling one make of car, and naturally they resent the fact that for a very small initial investment, and no overhead, you are dealing in all makes. Therefore, your customer may be exposed to situations where a salesman may say, "We won't service your car," or some service manager may say, "We won't service your automobile — you'll have to take it where you bought it." Things of this nature will come up. Car dealers, their salesmen, or other people associated with the automobile business as it has been, may tell a customer half-truths and untruths in order to kill your sale. You must anticipate this. You must realize that they resent your being in the automobile business. After all, you are competition to them. Nobody likes a competitor, and you must learn to disregard things that some of the customers may come back and tell you. Not disregarding them could put you in an uncomfortable position. Therefore, you must learn to answer questions properly rather than to become upset.



Remember that factory dealers also have these problems. Statements that may be used to undermine your position are also used by factory dealers to undermine other competitors. This is part of the automobile business, and you must learn to disregard it. DO NOT ALLOW IT TO DEMORALIZE YOU, WHICH IS EXACTLY WHAT IT IS INTENDED TO DO!

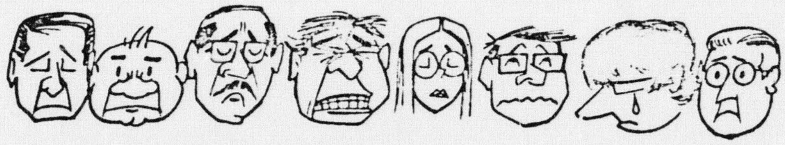
The next step in our preparation to make you a successful automobile broker is to explain some of the psychological factors associated with selling a high-priced item. Some people have never sold anything that cost over a hundred dollars, and might have a tendency to freeze up when they are about to take an order for something that costs as much as $5,000. There are psychological factors involved in adjusting from a $100 sale to a $5,000 sale. The extremely conservative person would have a tendency to hesitate on a purchase that would be more than $100, or on a sale that could be as high as the cost of a new automobile. It takes a certain amount of experience for a broker to realize that some people will buy an automobile in ten minutes. We have to accept the fact that a large percentage of people are impulse buyers.



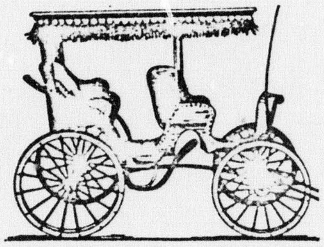
If you freeze up at the time that it is necessary to ask for the order, and you don't ask for the order, and allow your customer to think about it until the next day, he may walk into a dealer's showroom and that salesman will ask for an order. You will have lost a sale. You probably will lose some sales as a result of your inexperience during your adjustment period, but remember that since you are selling all makes and all models, and that every adult, male or female is a prospect, you can afford to lose some sales. A little additional effort on your part will overcome these losses. The potential is there, and the people are there, the buyers are there. You may lose some sales (no one can sell everybody), but you can make this up and earn more than enough to profit in that initial adjustment and on-the-job training period to overcome this situation. Some brokers might have the tendency to become demoralized because they have lost a sale — their ego doesn't allow them to realize that it was the result of inexperience, of psychological factors, or of lack of adjustment to the system, or that they are not allowing themselves enough time to adapt to the automobile business.

They may have a tendency to blame the concept itself. THE CONCEPT WORKS. There are many brokers who are selling many automobiles each month and making the high profits that the concept offers. Demoralizing yourself can put you in a position to look for excuses and blame the system and the company. Every system can be improved on — certainly the Monday-morning quarterback can improve any system — but try to remember that the successful businessman improves and strengthens his own system and business. The successful salesman always tries to determine what he did wrong. He tries to correct his mistakes, and goes on to the next sale. He does not try to find or manufacture excuses. His attitude is that if someone else is doing

it, he can too, and he tries to do it better. He finds the way to succeed. Some people never succeed because they can always find logical and rational reasons why that particular thing did not work. They can go on and on, weaving elaborate arguments as to why it is not their fault but someone else's.



The good businessman reviews the entire situation and says to himself, "I must have done something wrong — what was it?" He analyzes what he said — at what point did he lose control of his customer — at what point did he miss this sale? He does not waste time inventing excuses when the simple fact is that someone else used better salesmanship and made the sale. Don't be the type of person who invents arguments, and uses them as excuses to hide his own shortcomings. THE SALES ARE OUT THERE — GET THEM! If you use our program, and follow it diligently, you can't help but succeed. Prepare your customers for some of the things that can be irritating. If you do, it will not make them susceptible to statements that they may be exposed to from other salesmen. It makes life easier for everyone, including you. We have discussed how dealers and their salesmen may be hostile to you, but we have had many cases where enterprising Nabcor Brokers have made it their business to call the dealers or the owners themselves, and have made an effort to get along with those dealers. They have introduced themselves, and explained that they are not trying to disrupt the market or hurt anyone. It's always better to get along, and to be on a friendly basis; in that way, there are no animosities.

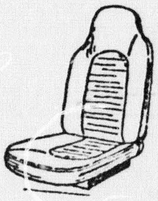


Unfortunately, sometimes a dealer will be hostile. We have had situations where dealers (in order to try to disrupt our system) have offered cars to brokers at the same price as Nabcor. They have tried to create the impression that the broker doesn't need a national system. Should the broker go along with a deal like that (and we have had one or two instances where the brokers have gone ahead and tried to buy the automobiles on their own) he will find to his bitter disappointment that in a month or so the dealers will very quietly raise prices to a point where the broker cannot operate. Don't fall for that — our system eliminates that possibility — it keeps you in business.

We feel it necessary at this point to explain that the automobile will be delivered to the office nearest you, or to our nearest source of supply, by drop shipment. Any transportation costs to your place of business will be added to the cost of the car.

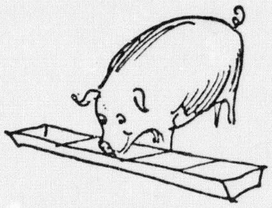
We have covered quite a few problems, because we feel that we should cover these things in order to prepare you properly. The reason we have discussed some of these problems is that some brokers may have a tendency to take these problems and blow them up completely out of proportion to their relative importance. This could be harmful to the broker, and harmful to Nabcor.

As you adjust to this business, you will learn to live with these little things. They cease being irritations. You learn to adjust to them, to anticipate, and to prepare for them before they occur, so that when they do come up, they are already planned for, already anticipated. Then they are not problems. Once you do adjust, many of the things that we have discussed here will not exist any more. Then you can enjoy the rewards of a dignified and profitable business.



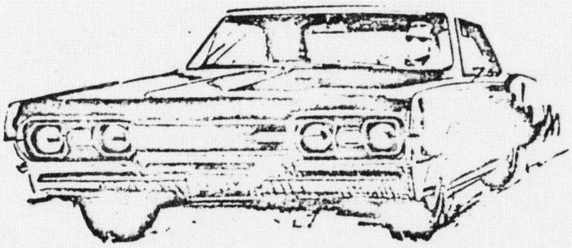
Now, let's go into the more pleasant aspects of this business — the advantages and rewards of being an automobile broker. It doesn't require manual labor on your part. You are highly respected by every one when you are in a business such as the automobile business. You gain prestige by being part of it. It is a business that offers potential profits that no other business offers you. In every other business you have to do as many things to make a profit as you have to do to make an automobile profit, but the profits are very low in comparison. When you make a sale in any other business, you may make only pennies — when you handle an automobile purchase, you make many dollars. So, after all of the shortcomings we have brought out about the business, try to remember that no business is as easy as the automobile business. Realize the fact that every adult, male or female, is a potential automobile buyer. The sales are there — you don't have to look for them. This is a pre-sold product, and as a broker you don't sell the automobile — you sell yourself.

There is no other business that offers this. You have no competition since you handle all makes and all models. The only competition that has ever existed in the automobile business has been dealers competing against each other. Ford dealer against Chevrolet dealer — Ford dealer against Ford dealer, etc. In the Nabcor System with the handling of all makes and models, as a broker, you have no competition.



Even the hot dog has competition — not everybody likes hot dogs. Remember, everybody likes automobiles. This is one of the finer aspects of this business — the rewards and the pride of being in a large business, plus the fact that you'll build a repeat business. You can handle all makes and models, and your customer can buy from you again and again. If he is treated properly, and if you have sold yourself properly you can sell your service to him and his family and his friends for as long as he buys automobiles. As you advance into the second phase, you also have used cars and a second potential profit. You also have many other profit potential from finance reserves, insurance reserves, etc., in the automobile business. You also are building a customer following that will be yours, not Nabcor's. You don't have the same problem that the Ford or Chevrolet dealer has — he builds good will for Ford or Chevrolet. The good will that you build is yours. The customers that will deal only with you are your customers — your assets — and these assets are marketable ones. As you build a customer following in your area, your franchise and your business become more valuable. That equity is yours.

These are some of the rewards. We will now close this introduction, and go right into our first lesson so that we can prepare you to reap those rewards to the fullest extent.



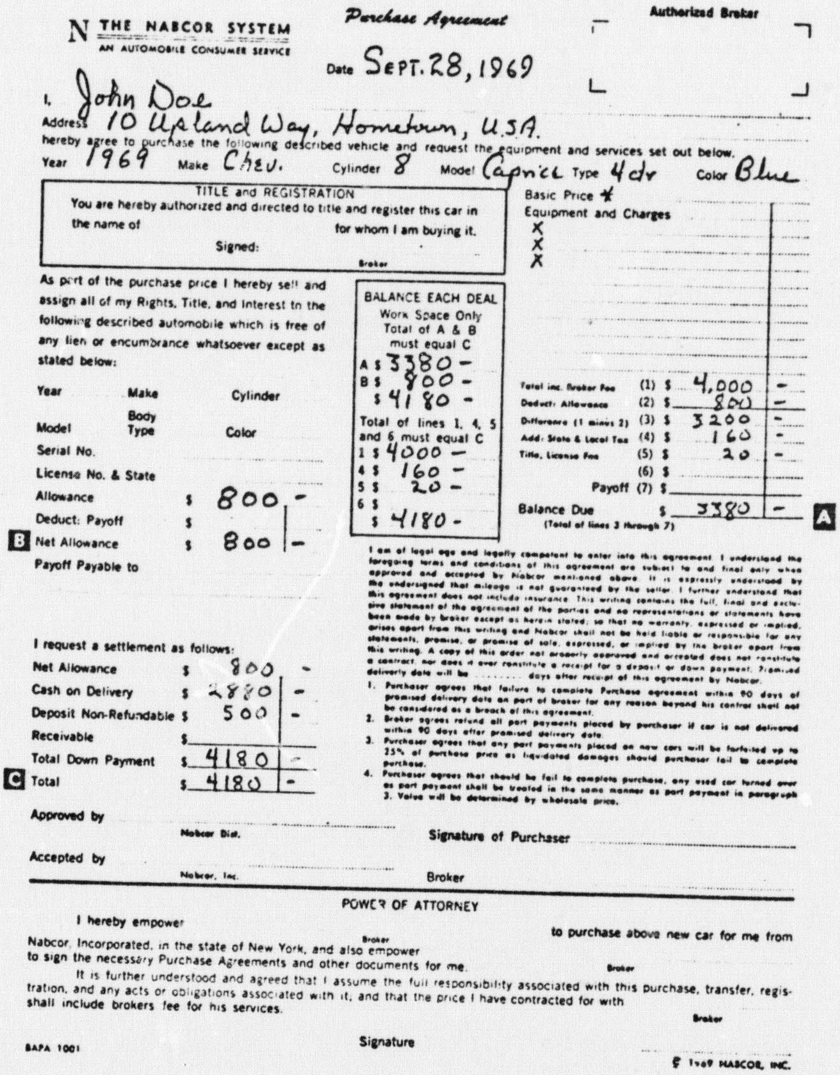
LESSON 1

Lesson 1 deals primarily with the various forms necessary to your business. The first and most important form we will discuss is the "Purchase Agreement," which is Form BAPA 1001. If you will pick up this form (see Fig. 1) we will go over it so that you will have a clear understanding of how to fill it out properly, why it is necessary to do so, and how this form can help you.

You will notice at the top center it says "Purchase Agreement," and that is exactly what it is — an agreement of purchase. It is an agreement by your customer authorizing you to purchase a car for him. Underneath this is the date. You fill out the date, and go on to the next step. "I, John Doe, his address, hereby agree to purchase the following described vehicle and request the equipment and services set out below." Use any new car you desire for this example, and fill out the year, make, cylinder, model, type, and color.

To the right of "Basic Price" you fill in the "Suggested Retail Price" as shown in your price book. This is the manufacturer's suggested retail price. This price includes freight to Philadelphia, and must be adjusted to conform to freight charges to your area. Under "Equipment," you list the extra equipment, such as power steering, power brakes, etc. List the equipment and amount as shown in your price book under suggested retail. On line (1) total the basic price and equipment. This price will include your broker's fee.

For this example, we will assume your total price is $4,000. The next line, (2), is allowance — it says "Deduct



N THE NABCOR SYSTEM
AN AUTOMOBILE CONSUMER SERVICE

Purchase Agreement

Authorized Broker

Date Sept. 28, 1969

I, John Doe
Address 10 Upland Way, Hometown, U.S.A.
hereby agree to purchase the following described vehicle and request the equipment and services set out below.
Year 1969 Make Chev. Cylinder 8 Model Caprice Type 4 dr Color Blue

TITLE and REGISTRATION
You are hereby authorized and directed to title and register this car in the name of for whom I am buying it.
Signed:
Broker

Basic Price *
Equipment and Charges
X
X
X

As part of the purchase price I hereby sell and assign all of my Rights, Title, and Interest in the following described automobile which is free of any lien or encumbrance whatsoever except as stated below:

Year Make Cylinder
Model Body Type Color
Serial No.
License No. & State

Allowance	$ 800	-
Deduct: Payoff	$	
B Net Allowance	$ 800	-

Payoff Payable to

BALANCE EACH DEAL
Work Space Only
Total of A & B must equal C
A $ 3380 -
B $ 800 -
$ 4180 -
Total of lines 1, 4, 5 and 6 must equal C
1 $ 4000 -
4 $ 160 -
5 $ 20 -
6 $
$ 4180 -

Total inc. Broker Fee	(1) $	4,000	-
Deduct: Allowance	(2) $	800	-
Difference (1 minus 2)	(3) $	3200	-
Add: State & Local Tax	(4) $	160	-
Title, License Fee	(5) $	20	-
	(6) $		
Payoff	(7) $		
Balance Due (Total of lines 3 through 7)	$	3380	- A

I request a settlement as follows:

Net Allowance	$	800	-
Cash on Delivery	$	2880	-
Deposit Non-Refundable	$	500	-
Receivable	$		
Total Down Payment	$	4180	-
C Total	$	4180	-

I am of legal age and legally competent to enter into this agreement. I understand the foregoing terms and conditions of this agreement are subject to and final only when approved and accepted by Nabcor mentioned above. It is expressly understood by the undersigned that mileage is not guaranteed by the seller. I further understand that this agreement does not include insurance. This writing contains the full, final and exclusive statement of the agreement of the parties and no representations or statements have been made by broker except as herein stated, so that no warranty, expressed or implied, arises apart from this writing and Nabcor shall not be held liable or responsible for any statements, promise, or promise of sale, expressed, or implied by the broker apart from this writing. A copy of this order not properly approved and accepted does not constitute a contract, nor does it ever constitute a receipt for a deposit or down payment. Promised delivery date will be .... days after receipt of this agreement by Nabcor.

1. Purchaser agrees that failure to complete Purchase agreement within 90 days of promised delivery date on part of broker for any reason beyond his control shall not be considered as a breach of this agreement.
2. Broker agrees refund all part payments placed by purchaser if car is not delivered within 90 days after promised delivery date.
3. Purchaser agrees that any part payments placed on new cars will be forfeited up to 25% of purchase price as liquidated damages should purchaser fail to complete purchase.
4. Purchaser agrees that should he fail to complete purchase, any used car turned over as part payment shall be treated in the same manner as part payment in paragraph 3. Value will be determined by wholesale price.

Approved by
Nabcor Dist.
Signature of Purchaser
Accepted by
Nabcor, Inc.
Broker

POWER OF ATTORNEY

I hereby empower (Broker) to purchase above new car for me from Nabcor, Incorporated, in the state of New York, and also empower (Broker) to sign the necessary Purchase Agreements and other documents for me.

It is further understood and agreed that I assume the full responsibility associated with this purchase, transfer, registration, and any acts or obligations associated with it, and that the price I have contracted for with (Broker) shall include brokers fee for his services.

Signature

BAPA 1001

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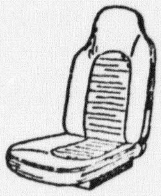
Figure 1. Nabcor Purchase Agreement Form, Example 1.

Allowance." At this point go to your price book, and take the total cost of the car selected. You will notice in your price book that there is a column headed "Total Cost." This is the total cost to you of the car you have selected. To this figure you will add freight charges to your area and your brokerage fee. Let us assume for this example that these figures total $3,200. You then subtract $3,200 from your total price in line (1), which would leave $800. You insert the $800 figure on line (2) as your allowance or discount. On line (3) insert the difference after subtracting line (2) from line (1), which is $3,200. Line (4) is "State and Local Taxes," line (5) is "Title and Licence Fee." This is the charge made by your state for the registration of that particular car in that state for your customer. To the license fee must be added $10 for interstate registration papers which are supplied by Nabcor. This charge must be inserted on line (5) even if your customer is handling the registration of his own car. Line (6) is inserted in this Purchase Agreement for any other charges which may be peculiar to this particular transaction. For example, these could include costs for services requested by your customer but not listed elsewhere on this Purchase Agreement. We will ignore line (7) because no trade-in is involved, and therefore there will be no payoff on this particular transaction. You then add lines (3), (4), and (5) (and (6) if anything is entered on that line) and insert your total in the line beside "Balance Due," which is marked by the letter **A** . This is the balance due on that particular automobile.

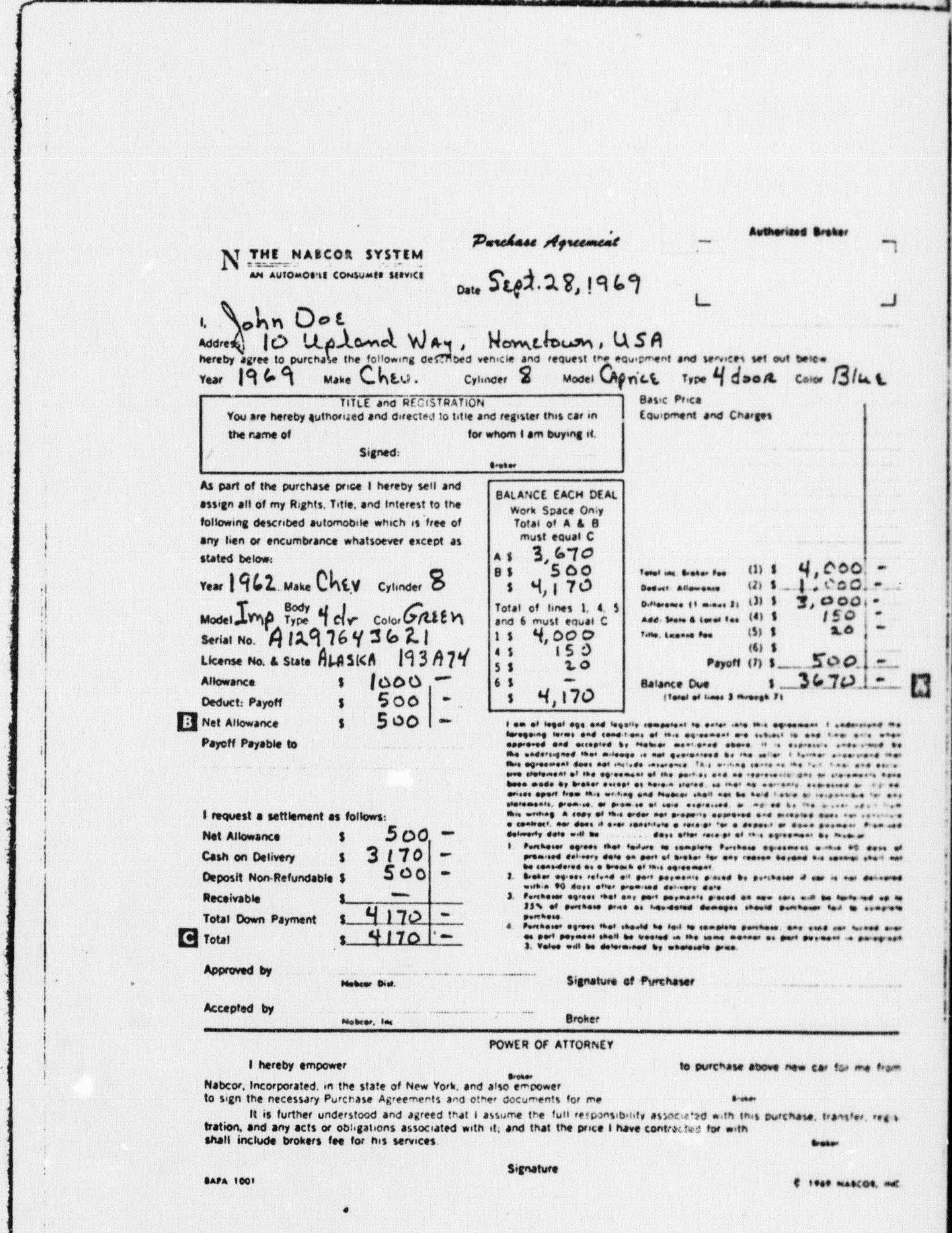
In many states, local sales taxes are charged only on the cash difference after deducting allowance for a used car being traded in on a new car. It then would be advantageous for your customer to have his trade-in deducted from the total price of the new car (line (1)). When this is necessary you would follow the procedures outlined below, and shown in Fig. 2. For the purpose of this example let us assume that you have established that the customer's car is worth $200 wholesale. You would then add $200 to the $800 cash discount you had allowed to your customer on line (2) of the previous example. Line (2) now totals $1,000. Line (3) is now $3,000.



Go to the left side of the page, where "Year, Make, Cylinders, Model, Type" are listed. Note at the top it reads, "As part of the purchase price, I hereby sell and assign all of my rights, title, and interest of the following described vehicle which is free of any lien or encumbrance, except as stated below." List here the required information. We will use a 1962 Chevrolet Impala as an example for the trade-in:

Year	1962
Make	Chevrolet
Cylinders	8
Model	Impala
Body Type	H.T. (hard top)
Color	Green
Equipment	R&H (radio and heater) A.T. (automatic transmission)

It is not necessary to list all equipment such as power steering, brakes, and other equipment the car might have.



N THE NABCOR SYSTEM
AN AUTOMOBILE CONSUMER SERVICE

Purchase Agreement

Authorized Broker

Date Sept. 28, 1969

I, John Doe
Address 10 Upland Way, Hometown, USA
hereby agree to purchase the following described vehicle and request the equipment and services set out below
Year 1969 Make Chev. Cylinder 8 Model Caprice Type 4 door Color Blue

TITLE and REGISTRATION
You are hereby authorized and directed to title and register this car in the name of for whom I am buying it.
Signed:
Broker

As part of the purchase price I hereby sell and assign all of my Rights, Title, and Interest to the following described automobile which is free of any lien or encumbrance whatsoever except as stated below:

Year 1962 Make Chev Cylinder 8
Model Imp Body Type 4 dr Color Green
Serial No. A129764362 1
License No. & State Alaska 193A74

Allowance	$ 1000	–
Deduct: Payoff	$ 500	–
B Net Allowance	$ 500	–

Payoff Payable to

I request a settlement as follows:

Net Allowance	$ 500	–
Cash on Delivery	$ 3170	–
Deposit Non-Refundable	$ 500	–
Receivable	$ —	
Total Down Payment	$ 4170	–
C Total	$ 4170	–

BALANCE EACH DEAL
Work Space Only
Total of A & B must equal C
A $ 3,670
B $ 500
$ 4,170
Total of lines 1, 4, 5 and 6 must equal C
1 $ 4,000
4 $ 150
5 $ 20
6 $ —
$ 4,170

Basic Price
Equipment and Charges

Total inc. Broker Fee	(1)	$ 4,000	–
Deduct Allowance	(2)	$ 1,000	–
Difference (1 minus 2)	(3)	$ 3,000	–
Add: State & Local Tax	(4)	$ 150	–
Title, License Fee	(5)	$ 20	–
	(6)	$	
Payoff	(7)	$ 500	–
Balance Due (Total of lines 3 through 7)		$ 3670	–

A

I am of legal age and legally competent to enter into this agreement. I understand the foregoing terms and conditions of this agreement are subject to and final only when approved and accepted by Nabcor mentioned above. It is expressly understood by the undersigned that mileage is not guaranteed by the seller. I further understand that this agreement does not include insurance. This writing contains the full, final and exclusive statement of the agreement of the parties and no representations or statements have been made by broker except as herein stated, so that no warranty, expressed or implied, arises apart from this writing and Nabcor shall not be held liable or responsible for any statements, promise, or promise of sale expressed, or implied by the broker apart from this writing. A copy of this order not properly approved and accepted does not constitute a contract, nor does it ever constitute a receipt for a deposit or down payment. Promised delivery date will be .... days after receipt of this agreement by Nabcor.

1. Purchaser agrees that failure to complete Purchase agreement within 90 days of promised delivery date on part of broker for any reason beyond his control shall not be considered as a breach of this agreement.
2. Broker agrees refund all part payments placed by purchaser if car is not delivered within 90 days after promised delivery date.
3. Purchaser agrees that any part payments placed on new cars will be forfeited up to 25% of purchase price as liquidated damages should purchaser fail to complete purchase.
4. Purchaser agrees that should he fail to complete purchase, any used car turned over as part payment shall be treated in the same manner as part payment in paragraph 3. Value will be determined by wholesale price.

Approved by
Nabcor Dist.

Signature of Purchaser

Accepted by
Nabcor, Inc

Broker

POWER OF ATTORNEY

I hereby empower (Broker) to purchase above new car for me from Nabcor, Incorporated, in the state of New York, and also empower (Broker) to sign the necessary Purchase Agreements and other documents for me.

It is further understood and agreed that I assume the full responsibility associated with this purchase, transfer, registration, and any acts or obligations associated with it; and that the price I have contracted for with (Broker) shall include brokers fee for his services.

Signature

BAPA 1001

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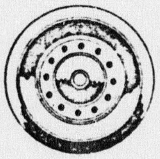
Figure 2. Nabcor Purchase Agreement Form, Example 2.

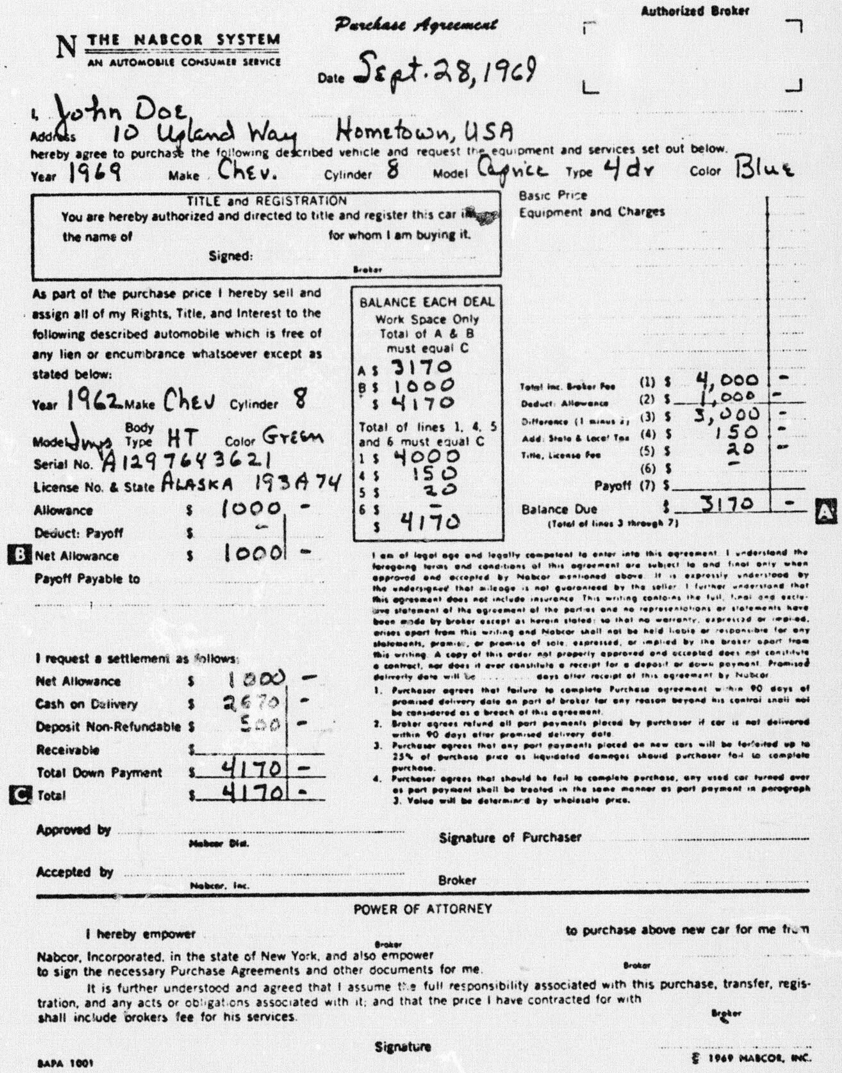
Incidentally, you can either abbreviate or write these out as you choose.

List the serial number, the license number, and the state. It is good to have that information. There are times when the information in this form will be needed in your records. The "Allowance" for the trade-in is the same as in line (2) of the Purchase Agreement.

Now return to line (3) on the right side of the Purchase Agreement where you've inserted $3,000, which is the Total — line (1) $4,000, less Allowance — line (2) $1,000. You then add State and Local Taxes — line (4). Today most states have a sales tax. Assume the sales tax is 5%. On $3,000 the tax would be $150 — insert $150 on line (4). Insert the Title and License Fee on line (5) if you are going to register this vehicle for him. For this example we'll use an arbitrary figure of $20. Use line (6) for whatever purpose you find necessary, such as a city tax, etc.



Line (7) is the payoff. For the purpose of simplicity we will use $500 for this payoff. This is not a normal situation, because as you have noticed the wholesale value of this car is only $200. So, in this particular case, the customer would owe more on his car than it is worth. We are only using this as an example. There may be an occasional situation where a customer may owe more on his car than it is actually worth, and we would like to bring this out as part of your training. See Fig. 2 as an example of this situation. On the other hand, there may be no payoff. See Fig. 3 as



N THE NABCOR SYSTEM
AN AUTOMOBILE CONSUMER SERVICE

Purchase Agreement

Authorized Broker

Date Sept. 28, 1969

I, John Doe
Address 10 Upland Way Hometown, USA
hereby agree to purchase the following described vehicle and request the equipment and services set out below.
Year 1969 Make Chev. Cylinder 8 Model Caprice Type 4dr Color Blue

TITLE and REGISTRATION
You are hereby authorized and directed to title and register this car in the name of for whom I am buying it.
Signed:
Broker

Basic Price
Equipment and Charges

Total inc. Broker Fee	(1)	$	4,000	-
Deduct: Allowance	(2)	$	1,000	-
Difference (1 minus 2)	(3)	$	3,000	-
Add: State & Local Tax	(4)	$	150	-
Title, License Fee	(5)	$	20	-
	(6)	$	-	
Payoff	(7)	$		
Balance Due (Total of lines 3 through 7)		$	3170	-

A

As part of the purchase price I hereby sell and assign all of my Rights, Title, and Interest to the following described automobile which is free of any lien or encumbrance whatsoever except as stated below:

Year 1962 Make Chev Cylinder 8
Model Imp Body Type HT Color Green
Serial No. A129764 3621
License No. & State ALASKA 193A74
Allowance $ 1000 -
Deduct: Payoff $ -
B Net Allowance $ 1000 -
Payoff Payable to

BALANCE EACH DEAL
Work Space Only
Total of A & B must equal C
A $ 3170
B $ 1000
$ 4170
Total of lines 1, 4, 5 and 6 must equal C
1 $ 4000
4 $ 150
5 $ 20
6 $ -
$ 4170

I request a settlement as follows:
Net Allowance $ 1000 -
Cash on Delivery $ 2670 -
Deposit Non-Refundable $ 500 -
Receivable $
Total Down Payment $ 4170 -
C Total $ 4170 -

I am of legal age and legally competent to enter into this agreement. I understand the foregoing terms and conditions of this agreement are subject to and final only when approved and accepted by Nabcor mentioned above. It is expressly understood by the undersigned that mileage is not guaranteed by the seller. I further understand that this agreement does not include insurance. This writing contains the full, final and exclusive statement of the agreement of the parties and no representations or statements have been made by broker except as herein stated; so that no warranty, expressed or implied, arises apart from this writing and Nabcor shall not be held liable or responsible for any statements, promises, or promise of sale, expressed, or implied by the broker apart from this writing. A copy of this order not properly approved and accepted does not constitute a contract, nor does it ever constitute a receipt for a deposit or down payment. Promised deliverly date will be .... days after receipt of this agreement by Nabcor.

1. Purchaser agrees that failure to complete Purchase agreement within 90 days of promised delivery date on part of broker for any reason beyond his control shall not be considered as a breach of this agreement.
2. Broker agrees refund all part payments placed by purchaser if car is not delivered within 90 days after promised delivery date.
3. Purchaser agrees that any part payments placed on new cars will be forfeited up to 25% of purchase price as liquidated damages should purchaser fail to complete purchase.
4. Purchaser agrees that should he fail to complete purchase, any used car turned over as part payment shall be treated in the same manner as part payment in paragraph 3. Value will be determined by wholesale price.

Approved by
Nabcor Dist.

Signature of Purchaser

Accepted by
Nabcor, Inc.

Broker

POWER OF ATTORNEY

I hereby empower (Broker) to purchase above new car for me from Nabcor, Incorporated, in the state of New York, and also empower (Broker) to sign the necessary Purchase Agreements and other documents for me.

It is further understood and agreed that I assume the full responsibility associated with this purchase, transfer, registration, and any acts or obligations associated with it; and that the price I have contracted for with (Broker) shall include brokers fee for his services.

Signature

BAPA 1001

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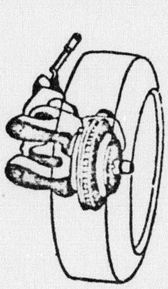
Figure 3. Nabcor Purchase Agreement Form, Example 3.

BEST COPY AVAILABLE

an example of this. Frequently there is no trade-in, as shown in the example in Fig. 1.

The word "payoff" means the amount of money that must be paid to the bank or finance company to clear the title of any encumbrance or lien on the trade-in. Assume that the customer has ten payments of $50 each remaining on his original loan on the trade-in (this is known as lien or encumbrance). You insert $500 on line (7). Incidentally, there may be some rebate on insurance or interest which is returned to him, but you won't know this until you call the bank or finance company for the exact amount. We will use ten payments of $50, or $500 total, as his payoff. You have allowed him $1,000 for his used car. You have deducted the allowance, which leaves $3,000. Next, you have taxes, state title, and license fee, and then the payoff. Since you have allowed him $1,000 for his car, it must be free of any liens or encumbrances, so any lien or encumbrance on this vehicle must be added to that amount due, if you are going to make the payoff.

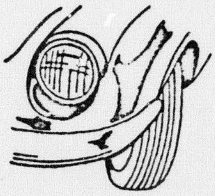
If the customer chooses to make this payoff himself and brings you a clear title or bill of sale, you would not add the payoff to his balance. We are assuming that you called the finance company, and issued your check for what is owed on his trade-in in order to get a clear title. You would have to add that $500 to the balance due. That is the reason you inserted $500 in line (7), Payoff. You should arrive at a total of $3,670. Go back to the left side of this form. Under "Allowance" in the Used Car section, you will notice "Deduct Payoff." Insert your $500 payoff line (7) here since you have allowed him $1,000 for his trade-in. Deduct the payoff ($500) and you now have a net allowance of $500 (which is the equity on his vehicle). In the section "Payoff Payable To", insert the name of the finance company or bank and the address.



Now that you have completed this portion of the agreement, go to the settlement part of this sheet. You will notice that immediately under the Used Car Section, it reads, "I request a settlement as follows." The "Net Allowance" is $500; insert that amount on this line. Next is "Cash on Delivery." At this point, you must discuss this with your customer, and determine if he will pay cash or if he is financing the vehicle. Let's assume that your customer is going to put down a $500 deposit, and he wants to pay cash for the car on delivery. He would then give you a $500 check, or cash, and you enter that amount in the space "Deposit Non-Refundable." The reason for a non-refundable deposit is that you are going to order this automobile for him specifically, and this must be a binding order.

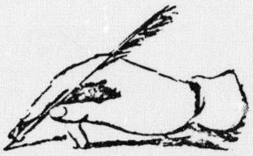
The next line is marked "Receivable." We would suggest that you disregard this item unless you have unlimited capital and want to risk losing it. We do not recommend "Receivables."

Now go back to the line "Cash on Delivery," and insert here the "Balance Due" beside the letter A less any cash received. In this case it would be $3,170. This is the amount he is going to pay you on delivery. Therefore, the sum "Total Down Payment" will be $4,170. "Total" at letter **C** will be the same — $4,170. This completes your deal. You then have the purchaser sign in the lower right side where it says, "Signature of Purchaser."



Underneath, where it says "Broker," you sign. The next step is the power of attorney. Notice on the bottom of the page under the dark line where it says "Power of Attorney" "I hereby impower, (you insert your name as the broker) to purchase above new car for me from Nabcor Incorporated in the state of New York, and also impower, (again insert your name as the broker) to sign the necessary Purchase Agreements, and other documents for me." In the next paragraph you see another space where you insert your name as the broker. Then have your customer sign at the bottom of the page where it says "Signature." This gives you the authority to make this new car purchase for him. On the left side of the page immediately above the power of attorney section you will notice "Approved By" and "Accepted By." These will be approved by the person in charge of your area, and accepted by Nabcor. Do not fill in these blanks.

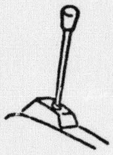
Now go to the upper left-hand section of the page, where you see an oblong blocked-in section headed "Title and Registration," which reads, "You are hereby authorized and directed to title and register this car in the name of ______ ______ for whom I am buying it." "Signed, __________." You, as the broker, sign here.



This blocked-in portion is there for your protection if you encounter an individual under 21 years of age. The law states that no contract is binding on an infant or someone who is not of legal age (which is 21). If you sign an agreement with such a person, he could wreck that automobile, bring back the wreckage, and demand full payment. If you were to refuse his demands, he could go to court, and the court would force you to return the full purchase price of this vehicle. Therefore, it is extremely risky and inadvisable to deal with minors. That is the reason for this block. If a minor wants a car, and his father is willing to purchase the vehicle for him, you fill out the Purchase Agreement as though you were selling the car to the father. The father signs at the bottom right-hand corner (Signature of Purchaser) of the Agreement as though he were buying the car (which he is). Where it says, "Signed," the father signs along with the broker. That, in effect, makes this agreement legal. The car can be titled and registered in the son's name with the father's signed permission. But you have sold it to the father, so you cannot possibly be harmed under the Infant Laws. On the bottom right of the page there is a section of fine print which states that this man is of legal age and so on. It spells out the terms of the agreement. I won't elaborate on that. It is self-explanatory.

Now, go to the final part of the Purchase Agreement. In the center blocked-in section, headed BALANCE EACH DEAL, you see "Work Space Only. Total of A & B must equal C."

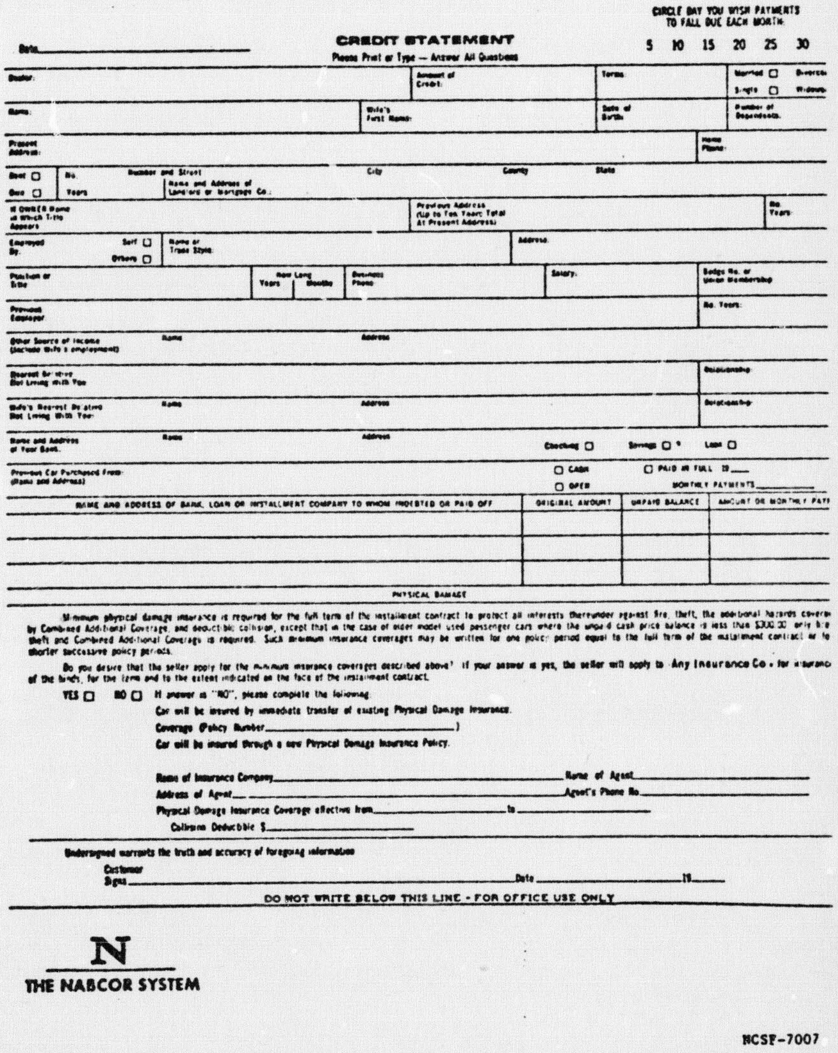
On line A, insert $3,670; on line B, $500. Add A and B for a total of $4,170. A plus B must equal C — so, C is $4,170. Beneath that, you see "Total of lines 1, 4, 5, and 6 must equal C." Line 1 is $4,000; line 4 is $150 (state taxes); line 5 is $20; line 6 is blank. The total is $4,170, and this total must be equal to **C**. I must stress the importance of balancing your deal. If it does not balance, check your addition and subtraction, because you made a mistake somewhere on the form. It could mean a loss of money for you.



We have covered the Purchase Agreement form, but will refer to it from time to time. Before closing the discussion on this form, I must remind you that it is part of your bookkeeping system. File each of these completed Purchase Agreements in your sales folders (making sure that you have balanced your deal properly). This will ensure that you will save many, many dollars, both in time and in accountant's fees.

The original copy of this form (when ordering a car for your customer) must be sent to the man in charge of your area, along with the non-refundable deposit, to be forwarded to Nabcor for processing. This must be done immediately upon completion of this purchase agreement.

The next form that we will discuss is the Credit Statement, Form NCSF-7007 (Figs. 4a and 4b). If your customer indicates that he wants to finance his automobile, you would complete this form. You fill in the information on each and



CIRCLE DAY YOU WISH PAYMENTS TO FALL DUE EACH MONTH:

5 10 15 20 25 30

Date________________________

CREDIT STATEMENT

Please Print or Type — Answer All Questions

Dealer:	Amount of Credit:	Terms:	Married ☐ Divorc Single ☐ Widow
Name:	Wife's First Name:	Date of Birth:	Number of Dependents:
Present Address:			Home Phone:
Rent ☐ Own ☐	No. Number and Street Years	City	County State Name and Address of Landlord or Mortgage Co.:
If OWNER Name in Which Title Appears	Previous Address (Up to Ten Years Total At Present Address)		No. Years:
Employed By: Self ☐ Others ☐	Name or Trade Style:	Address:	
Position or Title	How Long Years Months	Business Phone	Salary:
Previous Employer			No. Years:
Other Source of Income (Include Wife's employment)	Name	Address	
Nearest Relative Not Living with You			Relationship:
Wife's Nearest Relative Not Living With You:	Name	Address	Relationship:
Name and Address of Your Bank.	Name	Address	Checking ☐ Savings ☐ * Loan ☐
Previous Car Purchased From: (Name and Address)	☐ CASH ☐ OPEN	☐ PAID IN FULL 19___ MONTHLY PAYMENTS__________	

NAME AND ADDRESS OF BANK, LOAN OR INSTALLMENT COMPANY TO WHOM INDEBTED OR PAID OFF	ORIGINAL AMOUNT	UNPAID BALANCE	AMOUNT OF MONTHLY PAY

PHYSICAL DAMAGE

Minimum physical damage insurance is required for the full term of the installment contract to protect all interests thereunder against fire, theft, the additional hazards covera by Combined Additional Coverage, and deductible collision, except that in the case of older model used passenger cars where the unpaid cash price balance is less than $300.00 only fire theft and Combined Additional Coverage is required. Such minimum insurance coverages may be written for one policy period equal to the full term of the installment contract or to shorter successive policy periods.

Do you desire that the seller apply for the minimum insurance coverages described above? If your answer is yes, the seller will apply to Any Insurance Co. for insuranc of the kinds, for the term and to the extent indicated on the face of the installment contract.

YES ☐ NO ☐ If answer is "NO", please complete the following.

Car will be insured by immediate transfer of existing Physical Damage Insurance.

Coverage (Policy Number________________________)

Car will be insured through a new Physical Damage Insurance Policy.

Name of Insurance Company________________________ Name of Agent________________________

Address of Agent________________________ Agent's Phone No.________________________

Physical Damage Insurance Coverage effective from________________ to ________________

Collision Deductible $________________

Undersigned warrants the truth and accuracy of foregoing information

Customer Signs________________________ Date________________ 19____

DO NOT WRITE BELOW THIS LINE - FOR OFFICE USE ONLY

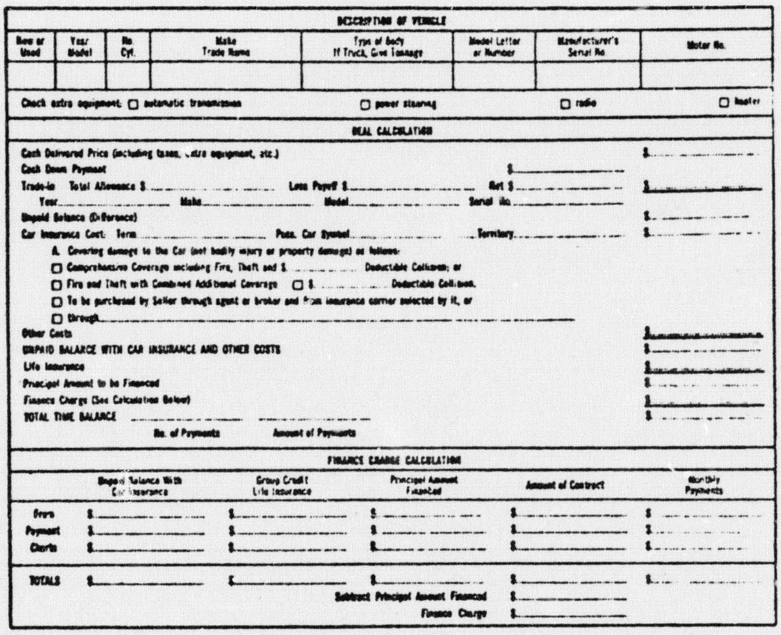
N

THE NABCOR SYSTEM

NCSF-7007

Figure 4a. Nabcor Credit Statement, Front.

THIS PORTION OF THIS FORM NOW DISCONTINUED.



DESCRIPTION OF VEHICLE

New or Used	Year Model	No. Cyl.	Make Trade Name	Type of Body If Truck, Give Tonnage	Model Letter or Number	Manufacturer's Serial No.	Motor No.

Check extra equipment: ☐ automatic transmission ☐ power steering ☐ radio ☐ heater

DEAL CALCULATION

Cash Delivered Price (including taxes, extra equipment, etc.) $________
Cash Down Payment $________
Trade-in Total Allowance $________ Less Payoff $________ Net $________ $________
Year________ Make________ Model________ Serial No.________
Unpaid Balance (Difference) $________
Car Insurance Cost: Term________ Pass. Car Symbol________ Territory________ $________
A. Covering damage to the Car (not bodily injury or property damage) as follows:
☐ Comprehensive Coverage including Fire, Theft and $________ Deductible Collision; or
☐ Fire and Theft with Combined Additional Coverage ☐ $________ Deductible Collision.
☐ To be purchased by Seller through agent or broker and from insurance carrier selected by it, or
☐ through________
Other Costs $________
UNPAID BALANCE WITH CAR INSURANCE AND OTHER COSTS $________
Life Insurance $________
Principal Amount to be Financed $________
Finance Charge (See Calculation Below) $________
TOTAL TIME BALANCE ________ ________ $________
No. of Payments Amount of Payments

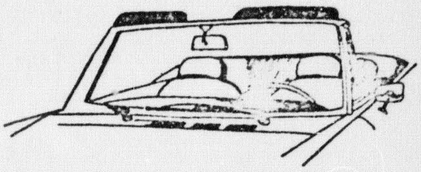
FINANCE CHARGE CALCULATION

	Unpaid Balance With Car Insurance	Group Credit Life Insurance	Principal Amount Financed	Amount of Contract	Monthly Payments
From Payment Charts	$________ $________ $________	$________ $________ $________	$________ $________ $________	$________ $________ $________	$________ $________ $________
TOTALS	$________	$________	$________	$________	$________
			Subtract Principal Amount Financed	$________	
			Finance Charge	$________	

Figure 4b. Nabcor Credit Statement, Back.

every block. IT IS VERY IMPORTANT THAT ALL OF THE INFORMATION IN EVERY SPACE IS FILLED IN. READ IT: IT IS SELF-EXPLANATORY.

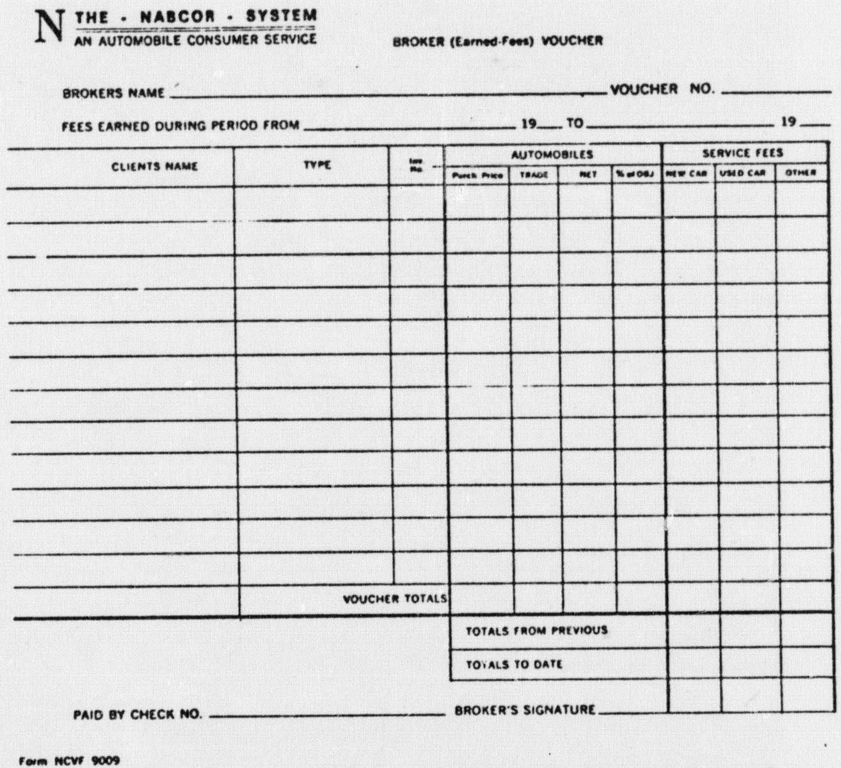
At the bottom of the page it states, "The undersigned warrants the truth and accuracy of the foregoing;" the customer signs here and inserts the date. This must be sent along with form BAPA 1001 to the man in charge of your area.



The next form, Form NCVF 9009, "Brokers (earned fees) Voucher," is a supervisory form used by those supervising the brokers. It is a part of your bookkeeping and accounting records. Insert the customer's name and address, the type of vehicle, and the fees paid. You can keep a record of your broker with this form. Also, it is a quick source of information on the performance of a broker. See Fig. 5.

NABCOR

The next form we will discuss is Form NSRF 1010, a supervisory form. It is a monthly record used by those supervising the brokers. This form will reflect a record



N THE · NABCOR · SYSTEM
AN AUTOMOBILE CONSUMER SERVICE

BROKER (Earned-Fees) VOUCHER

BROKERS NAME ________ VOUCHER NO. ________

FEES EARNED DURING PERIOD FROM ________ 19__ TO ________ 19__

CLIENTS NAME	TYPE	Inv No.	AUTOMOBILES				SERVICE FEES		
			Purch Price	TRADE	NET	% of OBJ	NEW CAR	USED CAR	OTHER
	VOUCHER TOTALS								
			TOTALS FROM PREVIOUS						
			TOTALS TO DATE						

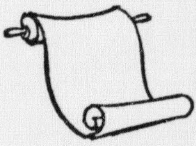
PAID BY CHECK NO. ________ BROKER'S SIGNATURE ________

Form NCVF 9009

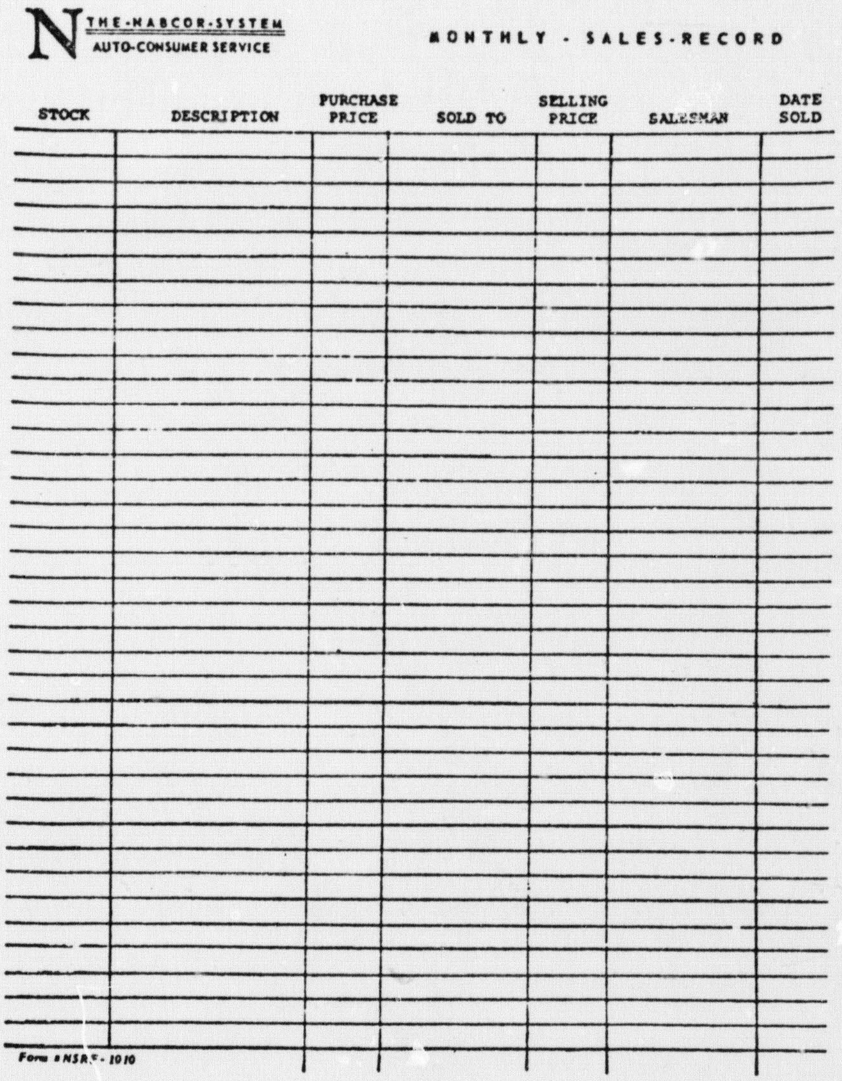
Figure 5. Nabcor Broker (Earned Fees) Record.

of total purchases by all the brokers. It will assist you by showing at a glance the total number of purchases that have been completed for a given month and help project future business. A copy of this form must be sent to Nabcor monthly. See Fig. 6.

We will now discuss some of the materials included in your promotional package. These are designed to assist you in obtaining additonal prospects for your auto consumer service through mailing. First, we will discuss the introductory letter used by brokers. Read it through, and you will see how this letter can help you by creating the interest in potential auto buyers, to inquire further and increase your potential. This letter can be mailed to friends, acquaintances, and other people, and to leads obtained by various means through your customer contact program and by consulting your local telephone directory for names and addresses of people. A follow-up call and appointment must be made to discuss your unique auto consumer service with the potential auto buyer. This will increase your profit potential.



Next in our discussion of materials in your promotional package is the "Form 1212" series. These brochures may be changed or we may make additions to the series. These additions will be identified by a letter such as 1212A, B, etc. These brochures are for the purpose of adding additional information in your mailings or they can be used as office handouts by brokers.



N THE-NABCOR-SYSTEM
AUTO-CONSUMER SERVICE

MONTHLY - SALES-RECORD

STOCK	DESCRIPTION	PURCHASE PRICE	SOLD TO	SELLING PRICE	SALESMAN	DATE SOLD

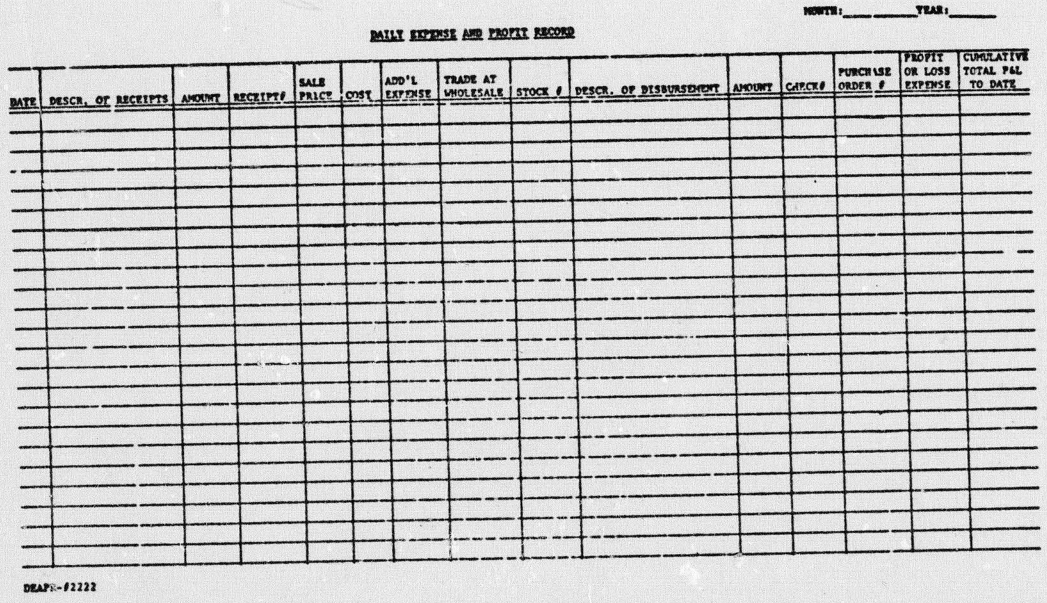
Form #NSRS-1010

Figure 6. Nabcor Monthly Sales Record.

The next form to be discussed, DEAPR-2222, is a supervisory bookkeeping form. See Fig. 7. You will find this form self-explanatory. Look at it, study it. You will fill out your daily income and outgo by date, a description of what the money was spent for, or what it came in for, your identification numbers, and so on. At the extreme right-hand side of the form you have a profit or a loss column (plus or minus) and a cumulative figure column. You can look at the cumulative figure column at any time during the month and be completely aware at all times what your profit is. This is an extremely important form to you. Your accountants are not able to give you this information on a daily basis — this form does!

The following forms are reporting forms that are essential to our system. First is Form NTM-3 (see Fig. 8), the Nabcor Broker Daily Report. It follows our 5-10-15-20 program, and is self-explanatory. Brokers will use this form to report daily, and will forward it to the person in charge of their area.

The next form is Form NTM-2, the Nabcor Broker Weekly Report form (see Fig. 9). It, too, is self-explanatory it must be completed each week and forwarded to the person in charge of their area.



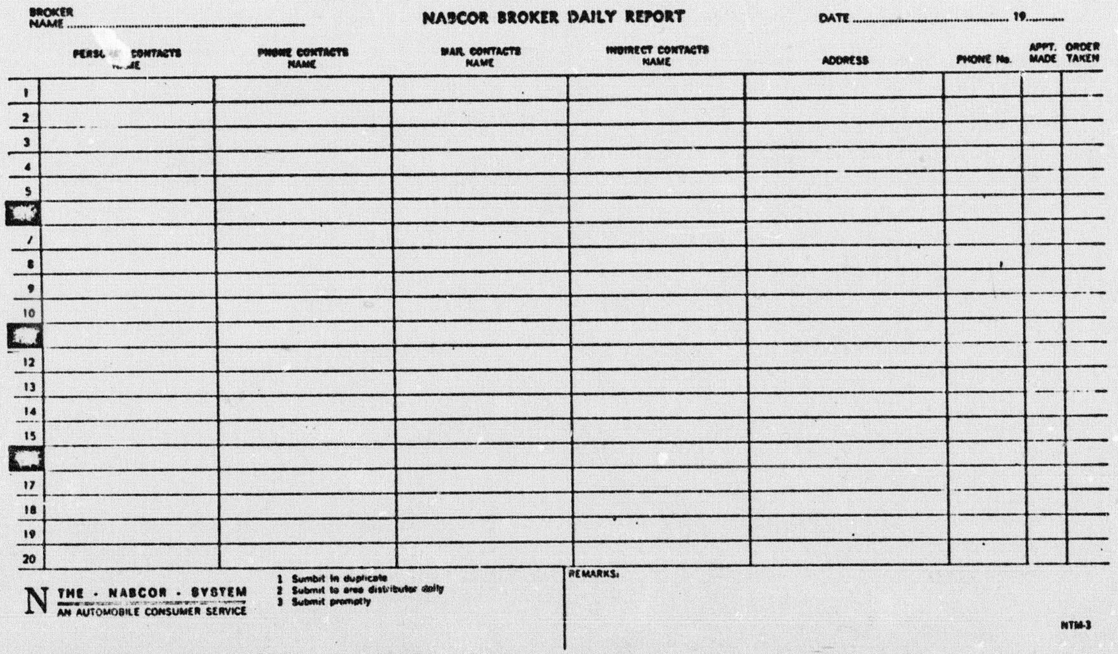
MONTH:__________YEAR:______

DAILY EXPENSE AND PROFIT RECORD

DATE	DESCR. OF RECEIPTS	AMOUNT	RECEIPT#	SALE PRICE	COST	ADD'L EXPENSE	TRADE AT WHOLESALE	STOCK #	DESCR. OF DISBURSEMENT	AMOUNT	CHECK#	PURCHASE ORDER #	PROFIT OR LOSS EXPENSE	CUMULATIVE TOTAL P&L TO DATE

DEAPR-#2222

Figure 7. Nabcor Daily Expense and Profit Record.



BROKER NAME ....

NABCOR BROKER DAILY REPORT

DATE .... 19..........

	PERSONAL CONTACTS NAME	PHONE CONTACTS NAME	MAIL CONTACTS NAME	INDIRECT CONTACTS NAME	ADDRESS	PHONE No.	APPT. MADE	ORDER TAKEN
1								
2								
3								
4								
5								
[illegible]								
7								
8								
9								
10								
[illegible]								
12								
13								
14								
15								
[illegible]								
17								
18								
19								
20								

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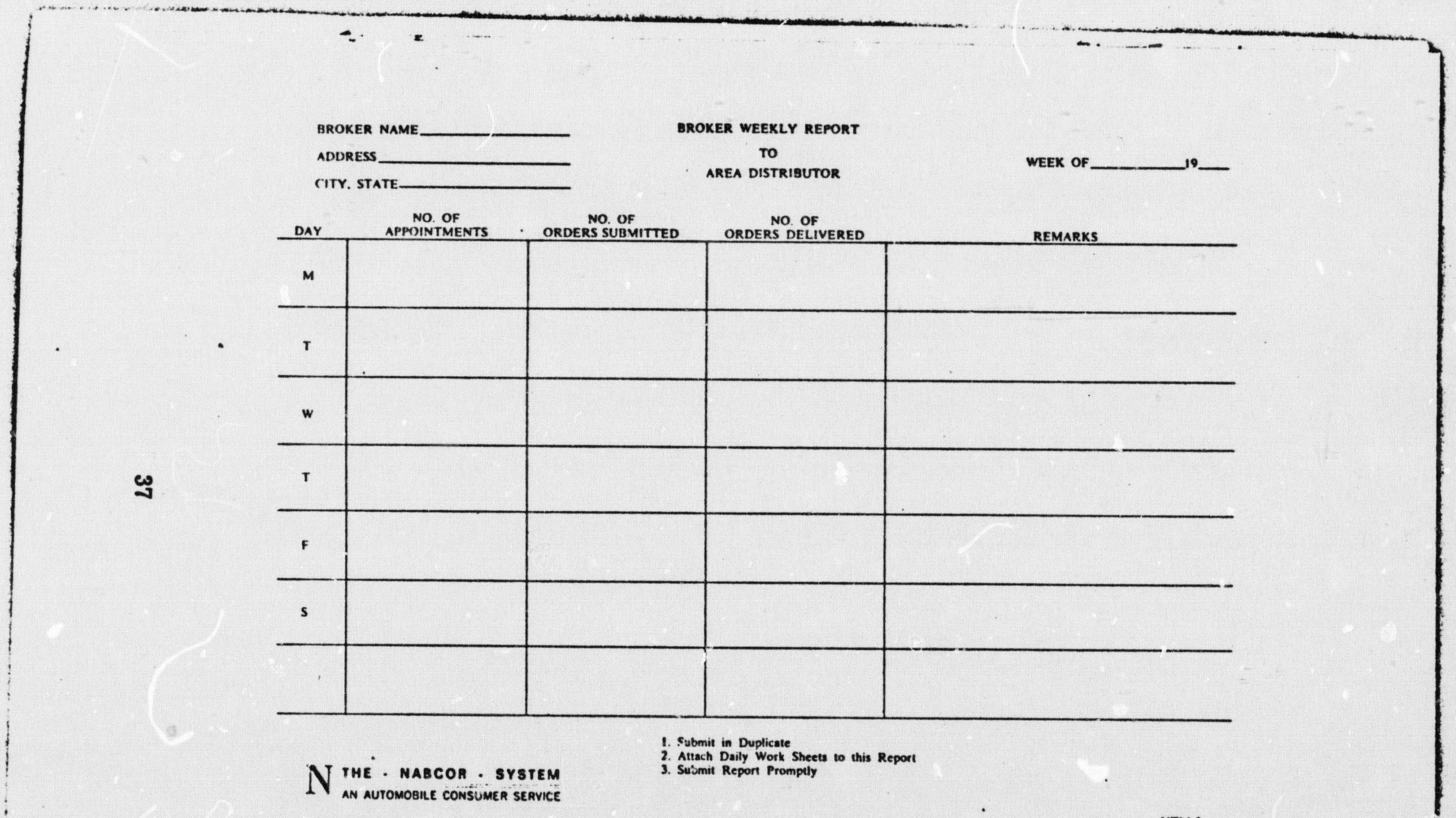
1 Sumbit in duplicate
2 Submit to area distributor daily
3 Submit promptly

REMARKS:

NTM-3

Figure 8. Nabcor Daily Report Form.



BROKER NAME________________
ADDRESS________________
CITY, STATE________________

BROKER WEEKLY REPORT
TO
AREA DISTRIBUTOR

WEEK OF__________19___

DAY	NO. OF APPOINTMENTS	NO. OF ORDERS SUBMITTED	NO. OF ORDERS DELIVERED	REMARKS
M				
T				
W				
T				
F				
S				

1. Submit in Duplicate
2. Attach Daily Work Sheets to this Report
3. Submit Report Promptly

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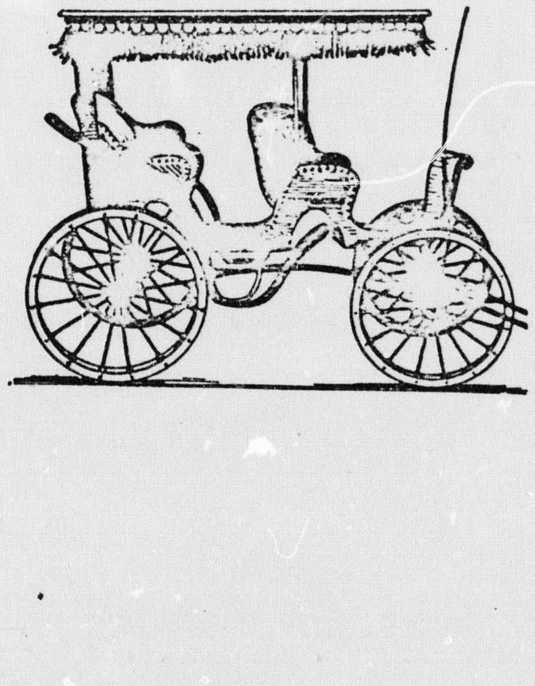
NTM-2

Figure 9. Nabcor Broker Weekly Report Form.

This concludes our discussion on forms. We will refer t these from time to time during our lessons so that you can more fully understand their meaning, value, and necessity. Please remember that these forms have been extremely costly and there has been much work and thought put into ther They are there for your benefit; to help you succeed, make you aware of what your costs are, what your profits are, and how your business is doing at a glance.

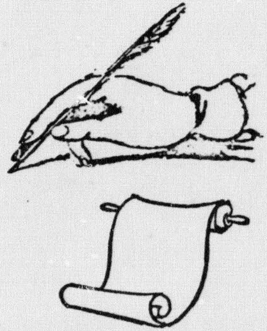
The next lesson deals with bookkeeping.

End of Lesson 1



LESSON 2

Lesson 2 deals with bookkeeping and ordering automobiles. We will deal first with ordering automobiles. After you have completed a purchase agreement with your customer, send the original, properly signed, to the person in charge of your area along with a deposit of 5% of the suggested retail price, or $100, whichever is greater. On Cadillacs, a 10% deposit is required. Any order of a special nature concering equipment, engine, transmission, transmission, optional equipment (not normally ordered or considered odd or undesirable for stock by the industry) will require a 10% greater deposit. The amount of deposit will be at the discretion of Nabcor. Send your customer's check in with your order. You will receive confirmation when the order has been placed; that completes the ordering procedure.



We have already covered the various forms on bookkeeping. Study these forms at this time. On the first day of the month, set up a section in your filing cabinet for that month. Subdivide this section by means of folders headed "Purchases," "Broker's Commissions," "Petty Cash," "Monthly Bills," and for any other category you feel necessary.

Put all of your Purchase Agreements and all order conformation copies in your Purchase folder, petty cash receipts in the Petty Cash folder, bills for rent, electricity, telephone, etc., in the Monthly Bills folder, and so on. Using this method, your accountant will be able to come in once a month and give you a picture of your business much more quickly an efficiently. Your wife may be able to keep books for you, or you may do it yourself by using this system. It is a simple matter.

Let me repeat — Purchase Agreement forms and copies of Purchase Orders and Confirmations on cars ordered from us go in your "Purchase" folder. Broker's commissions go in the folder marked "Broker's Commissions," petty cash receipts go in the "Petty Cash" folder, etc. This is being emphasized because it simplifies your bookkeeping system and makes matters easier for your accountant. Remember, his time is your money.

You, your wife, or your bookkeeper can enter these records in a ledger. This leaves nothing more for your accountant to do than to take care of your tax records, keep your journals properly, and make sure that your taxes are paid.

Naturally, your checkbook and monthly statements from the bank are part of your bookkeeping system and must be kept in order. These items, plus the form showing your cumulative profit and balance each day, and the folders mentioned above constitute your entire basic bookkeeping system.

We do not insist that you use this particular system. Your accountant may tell you to use a different one. We offer this to you only as a cost-saving suggestion.

End of Lesson 2.

LESSON 3

We feel that we should acquaint you with the used car aspect of our system before we go into the solicitation programs. Used cars can be handled in many ways. Until such time as you apply for and receive a dealer's license for retailing used cars, you would wholesale all used car trades. The way to wholesale used car trades is to make contacts with used car dealers.

Call several retail used car dealers in your area, and find those who are interested in purchasing used cars. Used car dealers are always interested in buying used cars. This is how they obtain their used cars — they buy them from dealers who trade them in on new cars. They will be only too happy to give you a price for the used cars you are trading, and to buy them at the time you deliver the new cars.

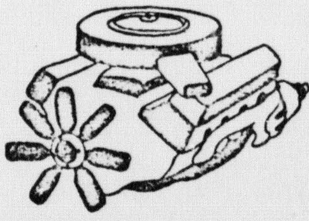
Assuming that you have made the proper contact with several used car dealers, call the one you think would pay the best price for the car you are trading. I say this because some dealers would have a market for Chevrolets, Fords, and Plymouths, and some would have a market for Buicks, Cadillacs and other large automobiles. In this instance, you would call the dealer that has a market for the 1962 Chevrolet which we discussed in Lesson 1. He will give you a price on the car. Let us assume that he says the car is worth $300. You describe the car to him, explain that the interior is clean, the tires are like new, it is a low mileage automobile, there haven't been any accidents, and there is no evidence of damage to the car. You must describe the car properly. The dealer says what the car is worth; what he will pay today. You must assume that he will always find one or two things wrong with the car and allow yourself a $50 difference for this eventuality; therefore, figure the car for $250. Put the wholesale value of $250 on your Purchase Agreement form.

Assuming that it will take a month to get this automobile, you ask the used car dealer whether the price will hold for a month. He might then tell you that the market could drop off about $50. You should then figure $800 for the trade. He might say that the market will hold and he will still be willing to pay $250 next month. If it is spring or early summer and the used car dealer is anticipating an increase in the market, he may figure the car for a wholesale price. However, it it is late fall, he would anticipate the $50 market drop so you would figure it for $250. You should adjust accordingly since you allowed $1,000 for this car. You would, in effect, be allowing a $800 discount, and putting a $200 wholesale figure on the car for the trade. Your cash difference was $3,000 and you add the $200 wholesale trade to equal the $3,200 your purchase agreement calls for in Fig. 1.

At the time of delivery of the new car, the used car dealer will come to your place of business, take the automobile you have traded (1962 Chevy), and give you a check for $200. This turns the entire deal into cash. He takes the trade; you have the cash. You add this to the cash difference of $3,000 (as shown in Figs. 2 and 3) and you will have a total of $3,200 — the price you agreed upon which includes your broker's fee. There also are auctions that give you the latest auction reports every week. If you decide to auction a car, when you are ready and able to do this, we will advise you which auctions are available in your area. You will be able to take cars there and get top wholesale prices if you are not satisfied with prices in your area.

You may decide at some later date that you want to retail used cars. Let's take the same 1962 Chevrolet in this case. This may be a good second car for one of your customers. Many husbands are in the market to buy a good car for their wives to use for shopping and so forth.

One of your customers may have remarked, "If you get a good clean car that I could buy for about $500 or $600, let me know. I would like to buy a car for my wife." This is the person you would immediately call for that particular car. Here's a car he might pay $500 or $600 for. This would give you an additional income Nabcor could help you with when you are ready. You will have a Used Car Appraisal Guide in order to help you determine the value for yourself. (We will give you copies of this guide.) Take a pad and examine the prospect's automobile. You will record on this pad whatever is necessary to bring the car to its original condition other



than normal wear and tear. You must drive the automobile, or have your mechanic drive it, to determine if the car is in good mechanical condition. You will then record any needed repairs and their costs on your pad. You will then refer to your Appraisal Guide to determine the value of this car assuming it is worth $300 and assuming repairs total $100. You will deduct $100 from the $300 to arrive at the $200 wholesale figure.

Don't underestimate on reconditioning costs! For example, if it needs some mechanical repairs, such as a tire, a clean-up, and seat covers, you may have estimated the work at $80. Allow yourself a $100 safety margin for repair, and appraise that $300 car for $200. At that time, make your call to the used car dealer, and if he offers you approximately this price, you will use it as a basis for your allowance to your customer. This is one way you can arrive at a wholesale figure.

With practice, you will become more proficient, and in time there will be many automobiles on which you can make a very educated appraisal. But don't depend on guesses! If you are going to wholesale the car, call the used car dealer and have him look at the automobile to give you a firm price. That's the businessman's way of doing business.

End of Lesson 3

LESSON 4

In Lesson 4, we introduce you to the 5-10-15-20 program which has long been established in the automobile business as being a very effective method of customer contact without the expense of advertising. Since you handle all makes and models, the program that we will outline here gives you access to all potential buyers. If you follow it diligently, you should conclude at least one purchase agreement each day.

You must make five personal contacts, ten telephone calls, fifteen mailings, and twenty indirect contacts each day. This system has proven itself time and time again. You will find this a program which is simple and extremely effective.

We will start with an explanation of the five personal contacts. Talk with five people that you come in contact with during the day or make it a point to visit five new people that you have not contacted before. Ask them if they are interested in purchasing a car, the type of car they are driving now, would they be interested in purchasing a car now, or in the near future. Get into a conversation about automobiles and explain who you are, the concept of the Nabcor System, and how you can handle his automobile purchases much better because you handle any make and model.

Explain how you can give advice on which automobile he should purchase and the many other services which you can perform. This will produce leads — this will produce buyers.

Number 2 in the program is ten telephone calls. Whom do you call? You call friends, neighbors, and people that you work with. When you exhaust these sources, the most effective proven method is to take the telephone directory, start with the A's and call ten people per day — five days a week — each and every day. You say something like this: "Hello, my name is Mr. Broker. I am the Nabcor automobile broker in this area. I handle all makes and models, and I can handle your new car purchase at a much lower price than a dealer can. I also offer services which you have never had before." Usually, this will get people interested. You can use any other approach that may be effective for you as an introduction.

Perhaps that person says, "Oh, I've just bought a new car," or, "I'm not interested in purchasing a car at this time." If so, ask him if he knows someone he might recommend who may be interested in purchasing a car at this time (you thereby get a lead). Should that fail, ask him if he would like to earn extra cash by recommending people to you and you will pay him part of your fee if it results in a car purchase through you. You are then doing what is called "creating a bird dog." This man would then call you when he finds someone who is interested in purchasing an automobile, and you have a very definite lead on someone who is ready to buy immediately.

Number 3 of the program is fifteen mailings a day. You mail out fifteen introductory letters and/or brochures to fifteen people in your area from the listings in the pages of the telephone directory or the leads. If you desire, we will supply you with

BEST COPY AVAILABLE

listings of all the automobile owners in your area. These listings will give you the name, the car they presently own, the make, and the model. You could contact them by mail or phone. If you want to use listings, we can obtain these for you at cost and we will be glad to supply them to you. The source you use is your decision, but whatever the source, if you will make fifteen mailings a day — you will get responses.

The next step is twenty indirect exposures. To establish twenty indirect contacts per day, you must first set up assistant brokers or bird dogs, as they are more commonly called. To effect this, go to gas stations, garages and body shops, driving schools, insurance brokers, etc., and offer them a fee (from $15 to $25 is considered normal) for any lead that results in a car purchase through you. These contacts will in turn contact many potential car buyers each day and refer many leads to you, since these people are in contact with automobile owners in the normal course of their business. You will have no problem getting twenty indirect contacts per day through them. These contacts could be your most important source of leads. They will be anxious to give you leads because in this way they will be assured of keeping their customers — the gas customer, the service customer, the insurance customer, etc. You must follow up on your associate brokers or bird dogs daily.

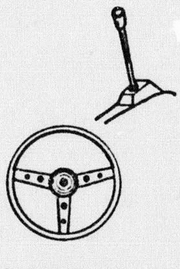
This is your 5-10-15-20 program, and if you follow it diligently each day, you will be pleased with the results.

End of Lesson 4

LESSON 5

Lesson 5 discusses the Nabcor System Price book. Although you have already been introduced to this book, we will take the time during this part in your price book and to further familiarize you with it.

You will notice at the top of the page the makes. Under each make you will find listed the standard equipment for the various models — Chevrolet, etc. For example, in your Chevrolet series, standard equipment is listed for Corvair, Chevy II, Chevelle, and Chevrolet. Notice that there is a code number on the left-hand side of the page beside each item. You order the car and equipment by its Nabcor description and its code number.

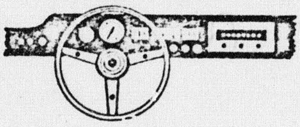


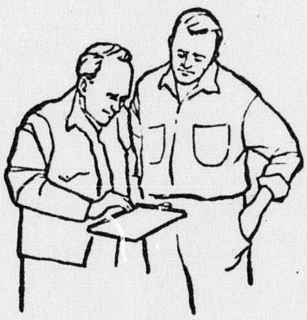
Whichever model is chosen, add the total cost plus the freight, which is your cost price. This is the Nabcor cost and does not include your broker's fee. It includes all charges except transportation to your place of business. The suggested retail price is the price charged by automobile dealers. This price does not include optional accessories, nor does it include optional engines. On most cars, the standard engine is a 6-cylinder engine. Therefore, you must refer to your accessories section and add whatever the customer desires — power steering, power brakes, etc. You look up these accessories, take your cost and the suggested retail price, and fill in the suggested retail price on the purchase order form. You would then add the cost figures on a separate sheet of paper to arrive at the total cost of the car.

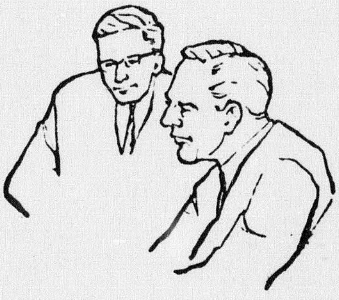
Until you get accustomed to figuring costs, it is a good idea to say, "Would you please excuse me, I want to go back and compute my costs." Walk into another room to add up your costs so that it is not done hastily and you don't make a mistake.

But, in most cases, it is better to go over the prices with your customer. He will be able to see your costs and recognize that he is saving many dollars.

End of Lesson 5







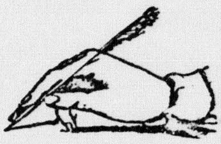
LESSON 6

Lesson 6 discusses the most important part of your training — closing techniques. You may get all of the leads, all of the prospects, and talk to many people, but if you don't get the order, you don't make money. This holds true no matter what business you are in. If you don't ask for the order, you never get it. With automobiles, a large-priced item, this requires a certain amount of tact and diplomancy. At the specific time that you feel you have eliminated all doubts from your customer's mind as to whether he should purchase this automobile through you, don't be afraid to ask for the order. Sometimes, just the fact that you suggest, "Mr. Jones, sign this agreement so I can order your car as quickly as possible to avoid delay," will have the desired effect. If you don't ask for the order, he will probably say, "Well, I'll think about it," and you may lose him. Therefore, we repeat, don't be afraid to ask for the order.

First of all certain techniques are required for getting to the point where you can agree on the price. Always start with the suggested retail price of the new automobile. On no-trade-in deals, add your broker fee to the Nabcor cost. If there is a trade involved, the trade should be considered at the wholesale value and added to the discount. Assume that you have a $4,000 car as discussed in the Purchase Agreement used in Lesson 1. You say, "Very well, Mr. Jones, I am ready to give you an extremely good deal. Would you be ready to buy this car today?" He may say "Yes" — and he may say "No." If he says "No," you should ask him when he would be interested in buying a car. He may say he needs two or three months until he gets his car paid off. That is a question you can answer immediately. You say, "That's no problem, we can pay off your car right now and include it in your payments on your new car." You will have to practice overcoming such objections.

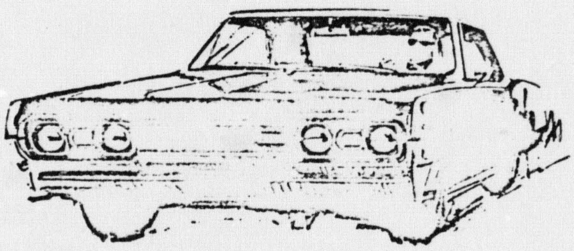
Remember to remind him that he is getting the car at Nabcor cost price. He pays you the small broker fee for effecting this purchase for him. There is no need to stop or haggle, because he will realize that he is buying at the lowest possible price. You can point out additional savings in time and effort, gasoline cost, and in saving wear and tear on his car by not having to shop all over the area for a discount price which will not equal yours. Point out that, since he knows he is getting the lowest possible price, there is no need to wait or postpone his purchase. He can order his new car immediately and start enjoying his new car much sooner. At this point, ask him to sign the purchase agreement. Through practice, you can perfect additional techniques.

At the time he says, "Yes," stop talking and take his order. Remember, when you sat down to talk to this customer, the first thing you did was take his name and address and then listed the equipment he wanted. At this point you say to him, "How much deposit are you going to leave today,



Mr. Jones, $1,000?" He may say, "No, I don't have that much in my account, but I can give you a check for $500." You reply, "That's fine. We'll put a $500 deposit on your order." Give him the order — let him sign it. Now you say, "All right, Mr. Jones, if you want to make out your check, I'll make out a receipt for your deposit." You have then closed the deal for your deposit. Now he will probably want to know how soon he can have his car. Explain that it will be four to six weeks, barring any unforeseen contingency such as strikes, etc.

End of Lesson 6



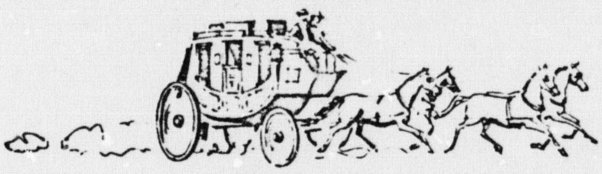
LESSON 7

In this lesson we discuss the follow-up. You can get valuable leads by this method.

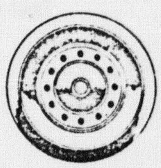
Two or three days after the man has taken delivery of a new automobile, follow it up. Call, but don't ask him, "How is your car?" That is a foolish question. It might infer to him that you may enjoy listening to his minor complaints. It well may prompt him to make you happy by inventing a list of squeaks, rattles, and complaints, and get off on a tangent that will simply eliminate the purpose of your call. What you should do is say, "Mr. Jones, I just called to find out how you are and to find out how your neighbors like your car." Direct your conversation into the proper channels. Ask, "How did your neighbors like your car? What reaction did you get when you took your automobile to your place of business — to your office — to your place of employment? How did the people like your new automobile? Did you get any comments on it?" He might answer, "Oh, yes, they thought it was beautiful. In fact, two or three people liked it so well, they are going to buy a car just like it." There is your cue — two or three people said that they would like to buy a new car. Get their names — "Mr. Jones, who were these people? If you don't mind, I would appreciate it if you would give me their names. I'd like to call them and give them an automobile deal as good as yours." He probably will give you their names. You can say also, "Mr. Jones, if these people buy cars, I would like to get you a spotlight for your car," or "a set of special hubcaps," or (if winter's coming along), "Mr. Jones, I would be glad to buy you a set of snow tires, or make a cash gift." Contact these people; this could be an additional source of leads. Try to find various things you can say to your customer to get him to help you get more customers. Write down some of the things you might say to your customer or how to approach him without getting involved in conversation about service, squeaks, and rattles. If you do find yourself backed into a corner on this subject, naturally you'd have to discuss that with him and make sure that he is satisfied. The general purpose of the call is to follow up the sale, and to get additional leads. Possibly a relative in his family may have shown interest in his automobile. You may have another new car owner within the family. You cannot discount the results of the follow-up.

By using the follow-up method of customer contact, you will be assured of many additional car purchases. You also will be assured of handling car purchases for your customers when they are ready to buy again.

End of Lesson 7



LESSON 8



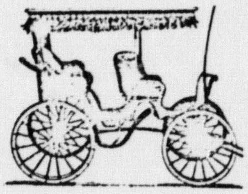
Lesson 8 discusses one of the things that will create many problems for you if you do not learn to cope with it. This is something that has taken place in the automobile business for years and years and is called "Low-ball." What is it? Most salesmen who work for a dealership that handles only one make car have the problem of the customer who may be interested in buying a new car immediately but is not sure whether he wants a Ford or Chevrolet. We will assume that this is a Ford salesman. Naturally, this would not happen in your case because you handle all cars, and you can handle Chevrolet too. This man wants to get the price of a Chevrolet before he commits himself to purchasing a Ford. He is shopping for price only. The salesman knows that if he doesn't give this man the price designed to bring the customer back without definitely committing himself, he'll never see the customer again. If he gives the customer a legitimate price with $300 or $400 profit, the salesman at the Chevrolet dealershp (or whatever other dealership the customer goes to) will only have to beat the price by $25, or even as little as $10. The first salesman won't see this buyer again. How does he offset this? He gives the prospective buyer a price as low as his cost and sometimes even less than cost. At times the salesman will give him a price just $50 over cost, which he does not expect to live up to. He does this by telling the customer, "I have a sale on today, on which I can give you an extremely low price; if you buy today

— I don't know if I can hold this price for you — the sale might be over today or whenever the sales manager decides to end the sale," or, he may say, "I can give you an extremely low price today because I have a buyer for your used car." What happens when the customer comes back? The salesman tells him that the sale is over, or, "I'm sorry, Mr. Jones, I did have a buye for your car but I don't anymore," or "The sale is over. We had a special and I practically begged you to buy the car that night, but I'll tell you what I'll do, I'll talk to the sales manager and see if I can get you a price almost as low — sit down ar let me see what I can do for you."

This is the way a salesman gets a chance to sell a custome again, after giving his low-ball. You will be exposed to this in the automobile business. These are some of the things you must watch for and understand, because it does exist and most salesmen use it. In this very tactful manner the salesmen are able to give this customer a price they cannot live up to. They do it in such a way that they can get out of the deal very easily without putting themselves in a position where the man could say, "You deliberately lied to me." When a man like this comes to you, you extract from him the low-ball price.

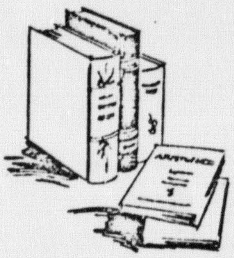
When you check your price book and find that this man has a price at your cost or slightly over your cost, you know you are competing with a salesman who has given this customer the famous low-ball. You know that this price is impossible. You know that the dealer will not sell the car at this price since very often the low-ball is even under cost. How should you offset this low-ball? Ask him if his used car was driven.

The salesman will, in most cases, look out the showroom window and say, "It looks like it's in pretty good condition. It looks as if you kept it pretty nice, Mr. Jones. Is there anything wrong with it?" Mr. Jones will, of course, say, "Oh yes, it's in good condition, nothing wrong with it." The salesman answers, "That's fine." Now he has allowed the customer to trap himself and he will give the customer a price based on that flimsy appraisal. If Mr. Jones says, "No," when you ask him if his car was driven, remind him that a sales manager will have to drive that car, and that he will find something wrong with it. If the dealer invents an imaginary knock in the engine (which will entail an expensive overhaul, and because of that, the possibility of replacing a slipping transmission), it will enable the dealer to negotiate, and extract another $450 from the customer. If Mr. Jones objects, the dealer would say, "But Mr. Jones, you told us that the car was perfect." Mr. Jones will have to agree that it was his fault. This is one way you have of offsetting the low-ball. Explain to him that the car must be driven and appraised by the manager and that he will very likely run into a reappraisal situation. Explain that this is not a bona-fide offer and that he has left the salesman off the hook. The fact that he did not buy then and there relieves the salesman from his seemingly legitimate commitment to live up to the price that he gave, and the customer won't get that price when he goes back.



Ask him whether the order was signed by the owner. Sometimes your Mr. Jones may have an order with the price on it signed by the salesman. Most orders, as you will see on your Purchase Agreement, are not binding unless they are countersigned by eitner the General Manager or by the owner himself. If you see an order of this type and you find that only the salesman has signed it, explain to your customer that it is not a binding order on the dealership. They do not have to honor this order. The customer will be told that he has to pay more since the manager will claim that it is a mistake and will not approve this deal. Explain this to your customer. That's another way of offsetting the low-ball.

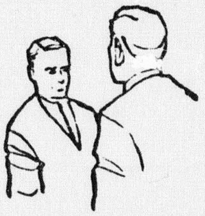
Another very effective method (in addition to those already outlined) would be to pick up the telephone and call the owner of particular dealership, if you know the dealer will not live up to this contract, especially if the price is at cost or under cost. Tell the dealer that you are Mr. Jones and that you have an order for a new car signed by his salesman, and you're ready to put down a deposit. Usually when you ask for the owner, a sales manager will come to the phone instead. Don't explain this to him because, after all, it's his salesman who has set up this particular deal. He will invite you to come in and discuss the order (his purpose being to up-grade the deal). Get the owner, himself, on the phone and say, "This is Mr. Jones," and have Mr. Jones on the extension. Say, "I have an order signed by your salesman for this price and I want to make sure that you will live up to this price. I want you personally to sign the order." When you pin the owner down to this he will begin to dodge the issue. At that point just say, "Thank you, I'll be there tomorrow," and hang up the phone. Confront Mr. Jones with the fact that these people were evasive, which only verifies what you had told him — that they are not going to honor this low-ball.



At that point, convince your customer of your security and say, "Now look, I can give you a decent price if you want to purchase an automobile." Take out your price book and ask him point-blank, "Look, am I entitled to $150?" He probably will say, "Yes." (Show him your cost book.) "These are Nabcor costs; let's write up an order." Your customer will probably sign an order then and there.

We have outlined here some of the ways to offset that low-ball, and if you learn to offset this, you will get many more orders. Too, you will not have the exasperating, irritating, demoralizing experiences that go along with having a man sit there telling you that he is getting a car at cost. Allow yourself to believe him and you will begin doubting your ability, your cost book, your business, your company, and worst of all, you will destroy your morale.

A dealership has a fixed expense structure of approximately $450 per unit. They operate on a volume concept, and they may make a deal as low as $150 over the house charge. A dealer has a fixed cost of $75 per unit (which is "get-ready"), floor payment, interest, and incidental items that may be stolen, missing, or damaged on new cars on the lot. It has been established that it costs a dealer $100 per car for floor payment, interest, and get-ready. The salesman doesn't get paid a commission on this house charge. This is out-of-pocket cost and known as a "house pack." This is approximately the same cost as you have. A dealer may go down to approximately $150 over house pack to get rid of an undesirable car in his stock — a car that has been in his stock for over 90 days or one which he may want to get rid of, such as a demonstrator that has been cleaned up. He may sell cars of this type as low as $150 over his house pack, and he must pay the salesman a $35 commission. A dealer certainly doesn't go any lower than this. These sales must be offset by the $600 or $700 deal. His average deal, in even the low priced cars, is usually around $350 to $400, and in some areas, as high as $600. In a rural or suburban area, away from a large city, the average is usually around $500. But, remember, taking into consideration his buildings, his rents, his sales manager's salary, his office girls, porters, his insurance, floor payment interest, and all of the expense associated with his dealership, his costs are approximately $400 to $450 for every car sold. He may make one or two low deals, especially on undesirable units, or demonstrators, but he does have to make most of his deals in the higher profit ranges.



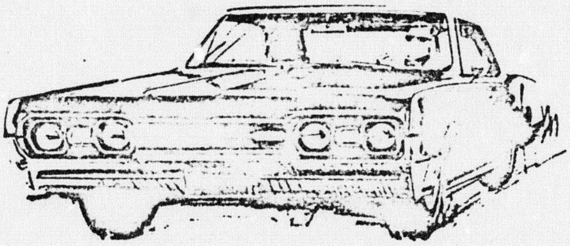
Don't be fooled by rumors about dealers selling below cost. Dealers will advertise price leaders designed to bring customers into the showroom for the purpose of switching them into a higher priced model, a model with which they aren't familiar, thereby raising the profit. The ads are designed to bring customers into the showroom so that the salesman can talk to them, switch them to another automobile, and make a high profit. These advertisements that you see in the newspapers or that are brought to your attention are generally not available. They are usually leader ads on a specific unit without equipment. The dealer must add equipment to these cars and thereby increase the price.

There are many gimmicks in advertising. A good example may well be your department store which may advertise silk stockings at $.50 a pair. You go to the department store and they have just one bin — maybe a hundred pairs of silk stockings all mis-matched and mis-colored. There they are and no one wants them. But, they do get the lady of the house into the store, and while she is there, she shops at other counters and buys something else.

Come and get it!

The new car dealer does the same thing. He will put in a price leader — he may not even have a car of that type in stock and, if the customer insists on it, he will order it for him only after he has talked to a salesman, a manager, and a general sales manager, and they have all failed to switch him to something else. Bear this in mind, and remember that you have the price advantage over your dealer. Recognize the low-ball system; to offset the low-ball, use the methods outlined to you in this lesson, and methods you will devise yourself as you become more experienced.

End of Lesson 8



LESSON 9

After you have mastered the Nabcor brokerage system, you can go into Phase 2 — Used Cars. You can set up a used car operation. This requires a state license and a facility. This is another phase of the automobile business — retailing used cars. It may be some time before you are ready for this phase. In Lesson 9 we will discuss used car sales, and will instruct you in some of the aspects of used car preparation and retailing.

In order to retail a used car, it must be repaired (body work), cleaned and polished, and any mechanical defects corrected. Most gas stations know how to clean and polish a car. Using a compound and a buffing machine, they will take road haze from the paint and bring it up to its original natural lustre. Many times you will find that road haze on an automobile has caused the finish to become dull. This compound and clean-up will restore the finish to its original, like-new condition. They also will shampoo the interior and clean the motor to give the car a well-taken care of look. The trunk mat and tires should be painted. These people usually charge a used car dealer approximately $25 for this clean up. This price should also apply to you on this particular automobile. It would pay you to contact your wholesale tire dealer who has what are called new car take-offs — these tires are good for used cars. You can buy them at reasonable prices. They cost you approximately $15 per good high-tread tires. If it is a late model (2-year old car), it may be advisable to replace the tires with five matched tires. The car, cleaned, tuned, and running properly, is worth more at wholesale or retail. This is the way to prepare a used car for sale at either retail or wholesale auction.

The mark-ups on a used car are anywhere from $300 to $500 over the wholesale price. Most used dealers will seek these markups. On a lower priced car they would want to make no less than $300, and on a higher priced car, certainly no less than $500. Consequently, a car that has a $600 wholesale price would probably be priced at $995 and may come down to $900. A car that would be priced at a wholesale value of $1,700 would most likely be a $2,295 car at retail.

In order to obtain leads (other than advertising) for used cars, we will list a few suggestions. A good source of leads for used cars, naturally, are the customers you have dealt with. In most cases, when a new car is purchased, it is usually for the man in the family — he must go to work with the automobile. His wife can become a little envious, or may have as great a need for a car as the husband. Therefore, contact your customer in a week or so and ask him if he needs a second car that wouldn't be too expensive. This payment he is making on his present loan is a source for good used car leads.

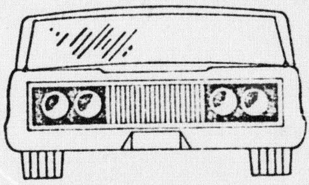
In advertising, classified ads are usually the best. People, when looking for used cars, look in the classified ads. They may want a Buick — they will look in the Buick section. Therefore, you should advertise in the classified section. It is inexpensive and results in sales of used cars. Through the ad, you will get several people who will call and want to see the car. If your car is cleaned up properly and it looks good, they usually will be interested in buying the automobile. They may bargain on price a little, but generally they do want that car. Remember, a used car is not like a new car. People do not have the confidence in used cars thay they have in new cars. They know that a new car is good — new cars are warranted for five years, and so on. There is no question in their minds that they will get a good automobile. Used cars are something different. If you have not prepared the car properly — if you have left a little bit of damage on the car, if you have left a few dents on the fender, if there is a piece of torn upholstery that you haven't had the local upholstery man replace — these will most likely kill the sale. This could mean a loss of profit to you. If you're interested in retailing that used car, you must make sure that these things are done before you show your customer the used car. That slight tear in the upholstery could, in the customer's mind, make him feel that the car is now worn out. He doesn't want to buy someone else's troubles. Bear this in mind when selling used cars. Analyze this. Go over your appraisal sheets, and acquaint yourself with the used car market. You will find in no time at all that you will become familiar with used car prices in your area. Nabcor will give you any additional help and assistance necessary.

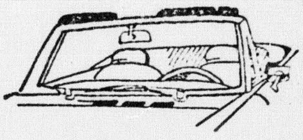
End of Lesson 9

LESSON 10

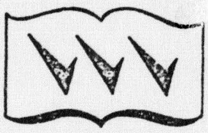
In this lesson we discuss financing. People will in some cases have their own bank, but in most car purchases, your customer will want you to handle the financing for him. Take into consideration some of the advantages of placing finance and insurance for your customer. This is an additional source of income for you. Many people buy on time. Most people do not pay in cash when purchasing an automobile. Whether you are arranging financing for the customer or he is arranging it for himself, you should become familiar with payment schedules. Many people will say, "I'm not interested in how much the car will cost me, but how much will my payment be per month." If they don't say this, you should ask the question, "Well, are you going to pay cash?" or "Are you going to need financing?" Incidentally, this is part of qualifying.

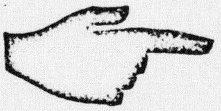
In the initial stages of your conversation, you ask the customer what type of car he is driving, whether the car is clear of encumbrance, if he still owes money on it, and can he use this as a down payment. Those are the qualifying questions during the course of your discussion on this purchase. You may say to him, "Evidently you financed your last car? How much are you paying per month?" He may say, "I'm paying $92 per month." You then ask him, "If I can give you a car for the same payments, would you buy it today?" Now you have gotten away from whether it is





$2,000 plus his car, or $3,000, or any cash difference. Now it has become a payment situation. He may say, "If you can keep my monthly payments the same, I would buy another car." You then look up the $92 payment in your payment book. A $92 a month payment on a 36-month chart at the rate of 6% interest would be a net to you of $2,802. Assuming that he owes $300 on his old car, you would have a net of approximately $2,500 plus his car. Let's say there are taxes and title fees of another $100. Deduct this $100 and you now have a net of $2,400 plus his car. Let us assume for this example that his car is worth $800. The net, $2,400, plus $800 equals $3,200. If this is the price you need (as in Lesson 1) you would then say, "Fine, Mr. Jones, we can get you this automobile for $92 a month." You then have him sign a purchase order. You get your deposit, and complete the order. This is how to switch from cash difference to payments. Used this way, financing can help you complete a car purchase for your customer. In your promotional material there is a finance payment chart. This chart is based on a 6% interest rate (which is normal interest charged on a new car). We will review this chart with you We suggest you familiarize yourself thoroughly with this chart. The 6% payment chart starts at 12 months and goes up to 36 months, and ranges from $1,000 to $3,000.



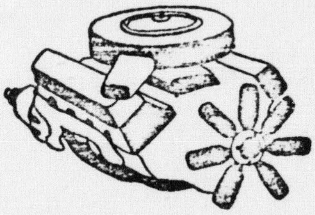


For example, if the customer wanted to finance $3,500, you find $3,000 in the "Unpaid Balance" column. Then you go over to the "36 Month" column under the

"Payment" section, you will find $98.33. In the "Unpaid Balance" column, you will find $500. Again go to the "36 Month" column, and under the payment section you will fin $16.38. Add these two figures ($98.33 and $16.38) for a tot of $114.71. This will be the monthly payment at 6% on $3,5

To figure the total amount of a note (amount financed plus the interest charge — in this case 6%) let us again use $3,500. Find the total "Amount of Note" for this amount. Again, you find $3,000 in the "Unpaid Balance" column. T go over to the "36 Month" column and under the "Note" section, you will find $3,539.88 and $589.68 for a total of $4,129.56. This will be the total amount of note or contra

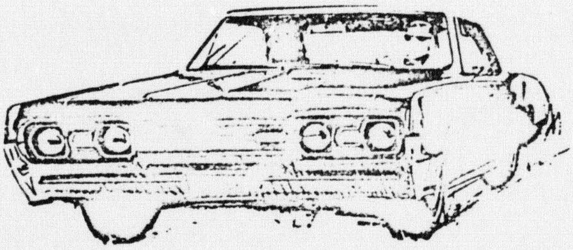
For odd dollar amounts, you will find that the chart shows "Payments" and "Amount of Note" for $1 through $ and $20 through $90. These enable you to find the exact amount of payment and note for any amount you desire to t closest dollar.



There is also another way. Y state may allow anywhere fron high of 7% interest rate to as l as 5% or lower (which you ma reduce it to). The way to com that is as follows: For example, let's use a 5% interest r and $2,722 as "Balance to Finance." You multiply .05 tim "Balance to Finance" — .05 times $2,722 would give you y interest — $136.10. Add it to your Balance to Finance ($2 Now remember, .05 times $2,722 gives you the 5% interes one year. For three years, you must multiply .15 times "Balance to Finance" ($2,722) or three times your one-ye interest ($136.10). This gives you the interest of $408.30 for three years. Add the three-year interest ($408.30) to "Balance to Finance" ($2,722) which will give you the "Amount of Contract" or "Note" for three years ($3,130.30).

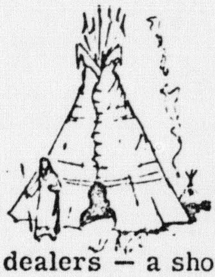
Using the 6% rate times three years equals 18%. Multiply .18 times $2,722, which gives you the interest on 6% for three years, or $489.55. Add this to the $2,722, which gives you $3,211.55. Then divide $3,211.55 by 36 for the monthly payment of $89.21. When you are dealing with pennies, go to the nearest whole number, giving the customer the benefit of the doubt. That is the way to determine interest and payment rates yourself, without a payment chart. These figures were used as an example.

End of Lesson 10



LESSON 11

Lesson 11 deals with the various types of facilities a Nabcor Broker can work from. There are various plans adaptable to the Nabcor System. A broker needs only a well-appointed office which can be a room in his home, which has been converted into an office, as long as it is clean, well kept and dignified. In short, it must be a place where a broker can take a man and his wife to discuss an automobile pruchase There are brokers who have rented booths and established facilities in large mall-type markets. The flow of traffic in these markets exposes the broker to many potential customer

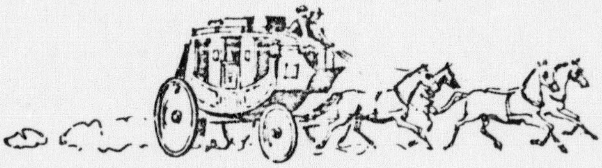


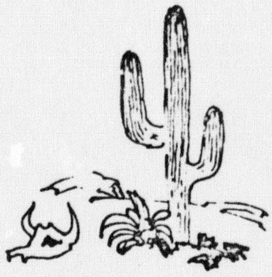
There are brokers who have established a well-appointed, clean office in large service stations. There are brokers who have gone into more elaborate facilities such as the small showroom typical of the foreign car dealers — a showroom display and about eight or ten "outside display areas for used cars.

Naturally, all facilities must be neat and orderly. A run-down facility — a gimmick type like facility — a hangout-type operation will only attract the type of people who would go into that type of facility or office. The better type people — the people who can afford and do purchase new cars — will not approach that type of a facility.

You would do well to keep this in mind. Keep your expense structure low. Keep in mind, when planning a facility, there are so many aspects involved in the various types of facilities that can be used, that this is a matter for further and more elaborate discussion should you decide on a special type of facility. We are available for consultation on this. Remember also that a facility will not sell cars for you. It can expose you to people who may be interested in buying cars if you are in a good location, exposed to traffic, and if you have an outdoor sign properly displayed in the showroom window or office window. It will help attract people to your place of business and will add to your business. However, you must follow the basic methods of customer contact that have been outlined for you in the Nabcor Training Program in order to succeed, regardless of the type of facility you have.

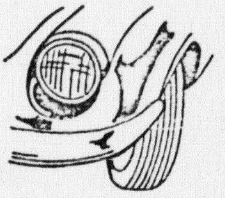
End of Lesson 11





LESSON 12

In Lesson 12 we discuss some of the questions and problems that you may become involved in and the answers to these questions and problems. Some of your customers ma ask you, "How soon will I get the car?" Your answer to a question like this will be, "As soon as any dealer can get yo an automobile" or "Four to six weeks." When a car is orde it takes the factory the same amount of time to build an automobile whether it is for a local dealer or a Nabcor Broker. You certainly could get an automobile to him as quickly as a local dealer. Your customer might ask, "How about servic I understand that within 35 miles I have to take the car back the selling dealer, and some of these dealers may not do it.

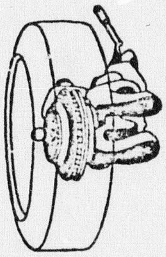


Remember that this is extremely important There is no such thing as a 35-mile radius! The manufacturer is responsible for the warranty. In all of his advertising media, the manufacturer advertises that he will warran these automobiles for a certain time and/or mileage. It is not your responsibility, nor the local dealer's nor Nabcor's to warrant these vehicles. It is the manufacturer's responsibility. In all media of advertising, as an inducement for the public to buy a particular manufacturer's product, each manufacturer states that cars can be serviced at any dealer representing that particular make in the United States or Canada. There is no 35-mile radius as long as the warranty is kept up through proper maintenance, and the manufacturer's requirements, as set forth in the warranty book, are met. Changing the oil at specific times and bringing the warranty to a factory dealer for validating, etc., makes sure that the warranty is kept up to date. Except for this, it is not even necessary for the customer to bring the car back even for oil changes as long as he has a record that the oil was changed at the interval periods mentioned in the warranty.

Your customer may get some resistance on a squeak or a rattle that is not under warranty. The dealer may tell him that he will not service that car because he did not buy it there. He would not service a rattle or squeak on that automobile whether it was bought from a Nabcor broker or from a factory dealer. Therefore, customers buying an automobile, whether from a factory dealer, or from a Nabcor broker, would not get that squeak or rattle eliminated unless he paid for it. Rattles are not a warranted item. The dealer does not get paid for this. A dealer will do any work that is under warranty, and the factory pays in full for this work. The squeaks and rattle are not the dealer's responsibility — nor anyone else's — because they are not under warranty. Most dealers will put aside a fee per unit to take care of these non-warranty items. This is why they say to the customer, "Well, if you had bought the car here, I would have taken care of that." These are considered goodwill items that are a necessary cost of doing business.

In order to take care of the customer, you should do the same thing to keep him happy. This can be done very easily by sending him to a reputable local garage to eliminate that squeak or rattle. It may cost you two or three dollars, but you have the customer happy. Explain to your customer that he can get warranty service as long as the car is under warranty, but not a wheel alignment or any adjustments that are considered maintenance. Your customer may, after he take delivery of a car, come back to claim that something was missing and he may bring the car to a dealer to have it replaced. This is something the dealer will not do for him, an the dealer may say, "Well, you didn't buy the car here, and I won't do it." This is something that is not required of the dealer and he would not replace this even for his own custom It is not under warranty — the piece of chrome or whatever that might have been missing, and, if you believe the custom you must pay for it yourself to keep his good will. If it was missing and reported to us before delivery, then we pay for i If we weren't notified before delivery, we assume that it was removed or lost after the car was delivered.

If you feel that you should satisfy your customer, then spend these small amounts and charge them to cost of operations. This is the way you can solve that service problem.



The manufacturer will complete through its dealers any service that is necessary and covered by the warranty. That is the manufacturer's commitment to the public as an inducement for them to buy that particular manufacturer's product. Remember that this is not your responsibility, nor is it Nabcor's responsibility. We do not build the automobile, nor do you. The manufacturer builds it and warrants it, and this makes him responsible. Your customer should be made aware of the fact that when he takes the automobile into a dealership for legitimate warranty work, the dealer will be glad to service the automobile, because he gets paid by the manufacturer.

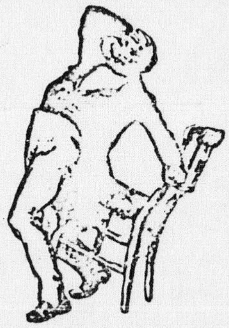
If the customer goes in for "fly-speck" items that are not the dealer's responsibility, then that dealer may use the incident to discredit you. This is not a fault of the system nor of your method of doing business — there is no other way that this can be dealt with. This is a part of the automobile business. Understand this, and prepare your customer for it. There are some things that are your customer's responsibility. There are some things that are your responsibility in order to satisfy your customer, and retain his good will. It may be necessary, as it is in any other business, to spend a small amount of money on items that are not primarily your responsibility in order to retain the customer's good will. Remember, it will bring you additional customers.

A good way to do this is to set aside $5 per unit delivered to take care of some of these items. There may be isolated occasions when, even though the manufacturer insists that its dealers do this work, for which they pay full price, the dealer may refuse. The dealer has three franchises within his dealership — a franchise to sell cars — a franchise to sell parts — and a franchise to sell service, and most dealers welcome this service. When a customer goes in for some minor adjustment, they will usually write a service bill for a lot more than the service work was really worth. In

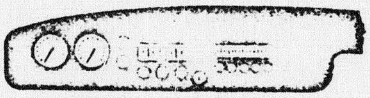
many cases the manufacturer pays more for service than is really justified; therefore, warranty work is a lucrative par of the dealer's business.

But, we must be aware of the fact that there may be an isolated case where a dealer, who may have been in the business for many years, a man seventy years of age or so — wh may be a vindictive individual — who just doesn't care about his franchise anymore. He may be angry with manufacturer and he may decide that since this man did not buy the automobile from his dealership, he is not going to service it whether it is warranty work or not. This cannot be helped. He is an independent operator. No one can force him to do this work. The manufacturer certainly can't, but they have recourse in situations like this. Once that happens, things become much more difficult for this man. He may even be cancelled. Manufacturers don't think lightly of this type of thing. But these are isolated cases, and by calling the local factory office your customer will be refered to another deale who will do this warranty work. Sometimes calling the facto district office or writing to the manufacturer in a case like this will cause the first dealer to agree to service the car. But, we'll go to the extreme in assuming that this hypothetica dealer wouldn't want to do the service at all and there is nothing that they can do with him. The factory district office will refer you to another dealer, possibly four or five miles away, who would be only too glad to take care of your car. This is the way you should handle it.

There are other ways to handle service problems. Sometimes inviting the service managers of various dealers to a



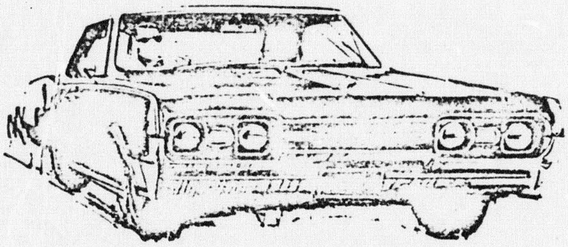
luncheon meeting establishes more friendly relations. Your customer then receives service as good as if not better than the dealer's customers. Sometimes a veiled threat to the service manager produces the desired result. If you should say, "If you don't service the car then I'll have to call the factory district office to find out who will." This may quickly bring an apology and he may answer, "Oh, no — let's make an appointment for your customer," and he will service the car. There are many ways to handle the situation. We have discussed only the most extreme cases or the most extreme possibilities that may occur. We have not experienced anything like this in our entire history; therefore, in answering the service question for your customer, bring out some of these points. The manufacturer must service the car and the customer has no need to worry. Another point is, most dealers want this service. They do want to build up their service departments. This is a very lucrative part of their operation, and they welcome this business.



We have only brought out these situations to prepare you for any eventuality. We doubt seriously whether you'll encounter any such problem. There will be many questions that may come up that we can't anticipate in a training program. Local conditions may require additional explanations. We

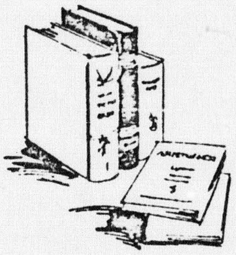
will answer any such questions, or unusual situations that ma
come up simply by your outlining your question in a letter to
us. We will answer it promptly by mail — or during periodic
sales seminars that are held from time to time by the person
in charge of your area.

End of Lesson 12



CLOSING

We have come to the end of your training program. We wish to point out to you that we have tried to bring out all of the pertinent facts, and we have tried to give you all of the information gained by many years of experience. This is knowledge that has been proven to be necessary to your business information. It is important to know and understand it. We have tried in this training manual to bring out all of the knowledge accumulated in the sixty (60) years the automobile business has been in existence. It is virtually impossible to anticipate every single point, every situation, every problem that may arise. We cannot be specific about each and every detail in all of the situations that can occur. No one can teach that in a few lessons, nor could anyone absorb it were it possible. We have brought out all of the highlights and all of the most important facts and factors which will enable you to become quite proficient (through experience) in a very short time. By following our outline very closely, you should have no problem in adjusting to this great and profitable automobile business. You can take advantage of the profit potential and prestige that go along with being an automobile broker. We have prepared you in the only way possible; the rest is up to you. Remember that your potential, based on population and cars registered in your area, is extremely high. You only need about 5% of the potential business, or 5% of the new cars sold in your area,



to reach your yearly objective. Your minimum quota mus
met, and if you diligently follow the customer contact met
and sales techniques that we have outlined in the training
gram, you will have no problem in meeting your minimum
potential and far exceeding it. Remember, you have an o
gation to Nabcor to get orders. We expect you to meet yo
potentials and your goals. Your success is our success.
will try to help you in every way, but we can't give you th
incentive to work. We know that if you follow the 5-10-15
program which we have outlined in Lesson 4, you cannot h
but succeed. We welcome you to our ever increasing fam
successful Nabcor brokers, and extend our very best wish
for your success. We look forward to listing you as one o
our leading brokers.

E-1202

the nabcor system

NABCOR, INC.
101 BENSON MANOR
JENKINTOWN, PA. 19046

GENERAL MOTORS ACCEPTANCE CORPORATION

TO Mr. J. J. Musselman, Jr. ADDRESS Philadelphia

FROM F. V. Blesse ADDRESS Detroit TEF

SUBJECT Nabcor, Inc. DATE March 8, 1968

We are withholding a decision on your 5044 dated February 26 covering 25 Chevrolet passenger cars to be sold to the subject rental company pending receipt of the following information:

1. Current audited financial statement.
2. Advice as to the reason for the preferred customer rate of 7.25 true.
3. Advice as to the number of cars in the current fleet as it does not appear this purchaser qualifies at this time under the Fleet Plan.

Has the lease or rental document to be used been reviewed by the branch?

Upon receipt of the above information we will give this offering our further consideration.

FVBlesse
F. V. Blesse

kf

DEFENDANTS' EXHIBIT No. ~~AAAAA~~ A-5
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GENERAL MOTORS ACCEPTANCE CORPORATION

Ex. B-5 - In evidence at hearing only.

E-1204

TO Mr. F. V. Blesse

ADDRESS Detroit TEF

FROM J. J. Musselman, Jr.

ADDRESS Philadelphia Branch

SUBJECT Nabcor, Inc.
(Your 3/6/68 memo

DATE March 12, 1968

We have again discussed the proposal with the selling dealer, Matt Slap Chevrolet, who has provided the additional information in line with your request.

1. Current audited financial statement is unavailable. However, in lieu of this, the principal stockholder of Nabcor, Inc., Frank Maiorana, has offered his personal guaranty. Attached is a copy of Mr. Maiorana's personal financial statement together with a property search on property listed as parcels #1 and #2 in schedule 3. Also attached is a character credit report on Mr. Maiorana.
2. Purchaser now agreeable to a 4.50 flat rate.
3. It is reported that purchaser presently has 1100 units in lease.

Nabcor has not as yet printed a rental document and will not do so until fleet is purchased.

Manager

HGT/ad

DEFENDANTS' EXHIBIT No. ~~BBBBB~~ B-5
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Page 1

E-1205

GUARANTOR FINANCIAL STATEMENT

NAME Frank Maiorana

BUSINESS ADDRESS 101 Benson Manor, Jenkintown, Pa. ~~856-Meadwood-Lane~~

RESIDENCE ADDRESS 856 Meadowood La. Warminster, P

OCCUPATION President, Nabcor, Inc.

FINANCIAL CONDITION AS OF Feb. 19 1968

ASSETS			
CASH IN BANK (NAME) Girard Trust Bank	14	200	00
Industrial Valley Bank			
Bank of Old York Road			
ACCOUNTS RECEIVABLE—GOOD	6	000	00
DUE FROM FRIENDS AND RELATIVES (DESCRIBE)	4	300	00
NOTES RECEIVABLE—GOOD (SCHEDULE 1)			
MORTGAGES OWNED (SCHEDULE 1)			
READILY MARKETABLE SECURITIES (SCHEDULE 2)	3	600	00
OTHER SECURITIES (SCHEDULE 2)	650	000	00
CASH SURRENDER VALUE LIFE INSURANCE	5	000	00
REAL ESTATE AND BUILDINGS (SCHEDULE 3)	95	000	00
AUTOMOBILES			
PERSONAL PROPERTY (DESCRIBE)	20	000	00
Furniture and other			
OTHER ASSETS (DESCRIBE)			
TOTAL ASSETS	797	100	00

LIABILITIES			
ACCOUNTS PAYABLE			
DUE TO FRIENDS AND RELATIVES (DESCRIBE)			
NOTES PAYABLE BANK (NAME) Girard Trust.	4	000	00
NOTES PAYABLE BANK (NAME)			
NOTES PAYABLE TO OTHERS (DESCRIBE)			
DUE TO BROKERS			
LOANS ON LIFE INSURANCE			
MORTGAGES OR LIENS ON REAL ESTATE (SCHEDULE 4)	2	100	00
INSTALLMENT CONTRACTS AND CHATTEL MORTGAGES	30	700	00
INCOME TAXES PAYABLE			
OTHER TAXES PAYABLE			
OTHER LIABILITIES (DESCRIBE)		600	00
Current Household Bills and expense			
TOTAL LIABILITIES	37	400	00
NET WORTH	759	700	00
TOTAL	797	100	00

ARE THE ABOVE VALUATIONS ON RECEIVABLES CONSERVATIVE? Yes (IF NOT EXPLAIN UNDER REMARKS - ON REVERSE SIDE).

ARE ANY ASSETS PLEDGED OR DEBTS SECURED EXCEPT AS INDICATED? No IF SO, PLEASE ITEMIZE BY DEBT AND SECURITY.

YOU HAVE ANY CONTINGENT LIABILITIES FOR GUARANTEES, ENDORSEMENTS, OR OTHERWISE? no

PLAIN

SCHEDULE 1—NOTES AND MORTGAGES OWNED.

DESCRIBE HERE OR IN SEPARATE LETTER ANY IMPORTANT OR UNUSUAL RECEIVABLES.

NAME OF DEBTOR	AMOUNT DUE	HOW PAYABLE	REMARKS (INCLUDE DESCRIPTION AND VALUE OF ANY SECURITY)

DEFENDANTS' EXHIBIT No. B-5
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SCHEDULE 2—SECURITIES OWNED—PLEASE ATTACH SEPARATE SCHEDULE IF NEEDED.

STOCK-SHARES BOND-AMOUNTS	DESCRIPTION	VALUE AT WHICH CARRIED ON THIS STATEMENT	CURRENT MKT. ON LISTED		ESTIMATED VALUE ON UNLISTED		
			PER SHARE	TOTAL VALUE	PER SHARE	TOTAL VALUE	YRLY. DIV.
300	United Buckingham	$ 3600.00	12	$3600.00			$120.00
5000	Six Eleven Swim Club	$50000.00			$10.00	$50000.00	
1000	Nabcor, Inc.				$600.	$600,000.	

WHOSE NAME ARE THE ABOVE SECURITIES HELD?

IN NAMES OF YOURSELF AND A CO-OWNER, ARE THEY IN JOINT TENANCY?

SCHEDULE 3- REAL ESTATE AND BUILDINGS—(PLEASE GIVE DETAILS OF ENCUMBRANCES ON SCHEDULE 4 BELOW OPPOSITE PROPER PARCEL No.)

	LOCATION AND DESCRIPTION INCLUDE NATURE OF IMPROVEMENTS	MONTHLY INCOME	TITLE IN NAME OF	VALUATION ON THIS STATEMENT		AMOUNT OF ENCUMBRANCE (DETAILS BELOW SCHEDULE 4)	AMOUNT OF FIRE INSURANCE
				LAND	IMPROVEMENTS		
PARCEL #1	9 Room Single Home 856 Meadowood Lane		Frank Ma orana Linda Ma orana	$30,000.00		$14,000.00	$35,000.00
PARCEL #2	308 Easton Road 2 acres-Bldgs & Improvements	$1000.00	Frank Ma orana	$30,000.00	$35,000.00	$16,700.00	$10,000.00
PARCEL #3							
PARCEL #4							
PARCEL #5							

WHAT IS THE BASIS OF THE ABOVE VALUATION? (STATE WHETHER COST, FAIR VALUE TODAY, OR WHAT OTHER BASIS) Fair Value today and original cost

ARE ANY PROPERTIES HELD IN JOINT TENANCY? yes PARCEL NOS. 1 HAVE YOU FILED A HOMESTEAD yes IF SO ON PARCEL NO. 1

SCHEDULE 4—REAL ESTATE ENCUMBRANCES

	AMOUNT OWING PER SCHED. 3	NATURE OF ENCUMBRANCE AND TO WHOM PAYABLE	INTEREST		REPAYMENT SCHEDULE		ARE INT.* AND PRIN. CURRENT?
			RATE	DUE DATE	AMOUNT	DATE PAYABLE	
ON PARCEL #1 ABOVE	$14,000.	Mortgage-Cayuga Federal Saving & L.	5½%	Open	$153.00 monthly	1st of month	yes
ON PARCEL #2 ABOVE	$16,700	1st Fed. Savings & Loan	6%	1977	$220.00 monthly	1st of month	yes
ON PARCEL #3 ABOVE							
ON PARCEL #4 ABOVE							
ON PARCEL #5 ABOVE							

*IF PAYMENTS OF PRINCIPAL OR INTEREST ARE PAST DUE, PLEASE GIVE DETAILS

ARE ANY TAXES PAST DUE? no IF SO, GIVE AMOUNT AND DETAILS

REMARKS

DEFENDANTS' EXHIBIT NO. B-5
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Page 3

I MAKE THE FOREGOING STATEMENT OF ALL MY ASSETS AND LIABILITIES AT THE CLOSE OF BUSINESS ON Feb. 14, 1968 AND GIVE THE OTHER FOREGOING MATERIAL INFORMATION FOR THE PURPOSE OF INDUCING ~~[illegible]~~ ~~CORPORATION~~ TO ACCEPT A GUARANTY EXECUTED BY ME COVERING THE ACCOUNT OF:

DEALER ADDRESS

I FURTHER HEREBY CERTIFY THAT THE FOREGOING FIGURES ARE TAKEN FROM MY BOOKS AND THAT THEY AND THE STATEMENTS CONTAINED ON THIS SHEET ARE TRUE AND GIVE A CORRECT SHOWING OF MY FINANCIAL CONDITION.

SIGNED THIS DAY OF 19 NAME

WITNESS

DATE

BEST COPY AVAILABLE

1321 ARCH STREET
PHILADELPHIA, PA. 19107
LOCUST 7-3903

E-1207

Real Estate Search

Date	2-23-68 E.	Ordered by	GM-AC
House Number	308 Easton Road, Warrington	Type	
Description	Bucks County, Pa.		
Assessment $	10,500.00	Lot Size	
Owner	Frank V. Maiorana		
Deed Dated	5-18-67	Recorded	5-18-67
Deed Book	1863	Page	101
Grantor	T. E. Stringer		
Consideration $	21,500.00	Stamps $	23.65

MORTGAGES

Owner To.-- First Fed.S/LAsn., 1668-49 5-18-67 $15,000.00 $174.87 a mo. Blk. covering the other property.

Owner To.-- Thomas E. Stringer5-18-67 $3500. 6% $875. semi-ann 1668-740

JUDGMENTS

Plaintiff	Defendant	Ct. & Term	No.	Rec.	Amount
Girard Trust Bank	vs. Both	1243/M 67	--	6-7-67	$5898.
Robert Goodman	"	10 Sept67 (Mechanics Lien)	--	9-7-67	$780.20

REMARKS:

DEFENDANTS' EXHIBIT NO. B-5 ~~BF13~~
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Page 4

"This report is confidential information requested by you and is to be held in the strictest confidence for your exclusive use and not to be communicated. It is based upon sources deemed reliable, the accuracy of such sources and this report is in no way guaranteed. In any event, our maximum liability,

[illegible]
1321 ARCH STREET
PHILADELPHIA, PA. 19107
LOcust 7-3903

(1)

E-1208

Real Estate Search

Date 2-23-68 E. Ordered by CMAC
House Number 856 Meadowood Lane, Warminster Type
Description Bucks County, Pa.
Assessment $ 5000.00 Lot Size
Owner Frank V. Maiorana & Linda, h/w
Deed Dated 2-27-61 Recorded 3-1-61
Deed Book 1566 Page 484
Grantor DeHaven Realty Co.
Consideration $ 21,200.00 Stamps $ 23.65

MORTGAGES

Owners To.-- Cayuga Fed.S/L Asn., 2-27-61 $16,900.00 $106.32
1400-184

Owners To.-- First Fed.S/LAsn., 5-18-67 $15,000.00 $174.17 a
1668-49

JUDGMENTS

Plaintiff	Defendant	Ct. & Term	No.	Rec.	Amou
SEE:	other property for Judgments				

DEFENDANTS' EXHIBIT No. B-5
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Received in Evidence
Page 5

REMARKS:

*This report is confidential information requested by you and is to be held in the strictest confidence for your exclusive use and not to be communicated. It is based upon sources deemed reliable, the accuracy of such sources and this report is in no way guaranteed [illegible] in any event, [illegible]

WIRSING REPORTS

CHARACT R CREDIT

E-1209

Acct. No. 3300 Mr. W.F. Miller

DEFENDANTS' EXHIBIT NO B-5
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2-23-68
MAIORANA, FRANK & LINDA
Warminster, Pa/ 856 Meadowood La.

Confidential

BUSINESS AND FINANCES:
In contacting residential sources, we find the subject is reported to be self employed, and his brother is believed to be a partner in the business, but subject is president and manager. The trade name is the MabCor Inc. which is located in the Benson Manor Apts. in Jenkintown, Pa. In contacting sources at the Benson Manor Apts. we find that MabCor is renting here in business suite 101, and has been there since 5-66, the subjects name appears on the lease as the president. This is reorted to be anauto busness, believed engaged in fleet buying and leasing and is reported in business for several years with the subject at the head ofthe company. No rental figure was provided by the Benson, but it is reported to be paid promptly and up to date. No other business location is known for this firm, and no other business venture is known for Mr. Maiorana, We were unable to determine thegross sales forthe business, but his personal income is estimated at least at $20,000.per year. His wife is not known to be emplyed, she is a housewife. The subjects worth consists of equity in his home, a later model car of his own, business interest, furnishings, personal effects and savings. Total worth is estimated at least at $25,000.

PERSONAL:
The subject is a male, American, approximatey 45-50 years of age, and he is married to Linda. They have six children in all, the two oldest sons are reported tobe about 20-21 years of age, and both employed. The other four children are all living athome and are dependents. The subjecthas lived at the present address for at leastthe past 10 years, no previous address is known for him. He spends his spare time at home with his wife and family he and family all enjoy favorable personal reputations, no criticism of habits, morals or associates. This home is a two story brick and stone single, a large home, located amid favorable surroundings, in a middle class residential area. It is in good conditio and well maintained, the current market is reported to be at least $25,000. by residential sources.

REFERENCES:
None shown.

CREDIT:
No retail merchants in immediate area, residential sources report subject living within means, notroublewith collectors, he appears to be a favorable credit risk.

REFERENCES:
None shown.
No files.
R.

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SET 1

E-1210

Ex. C-5 - In evidence at hearing only.

GENERAL MOTORS ACCEPTANCE CORPORATION

Mr. J. J. Musselman, Jr. ADDRESS Philadelphia

FROM F. V. Blesse ADDRESS TEF Office Detroit

SUBJECT Nabcor, Inc. DATE March 19, 1968

In reply to your memorandum of March 12, it is of course desirable to obtain the personal guarantee of Mr. Maiorana; however, we feel that the credit decision should be based on the credit-worthiness of the purchaser, Nabcor, Inc. and continue to withhold our decision pending receipt of an audited financial statement on this firm.

Has it been actually verified that the customer has presently 1100 units on lease? It would appear to us very unusual if this is true that there should be no sample of the rental document or lease available for review.

FBlesse
F. V. Blesse

bl

Spoke to R. Sloane - trying to obtain bank financing
JS 3/25/68

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~~PLAINTIFF'S~~ EXH. No. ~~DDDDD~~ D-5
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Page 1

E-1211

NATIONAL AUTO BROKERS CORP.

BALANCE SHEET

January 31, 1971

(Unaudited)

ASSETS

Current Assets	
Cash in banks and on hand (Note 1)	$ 8,795
Notes receivable—franchises (Note 2)	40,315
Accounts receivable (Note 2)	5,469
Inventory—at cost	1,568
Prepaid expenses—franchise training materials	10,625
Total Current Assets	$ 66,772
Other Assets	
Accounts receivable—franchises (Note 2)	$ 53,418
Advances	5,397
Unrecovered promotional and development expenses (Note 3)	27,000
Rent and utility deposits	695
Deferred charges	124
Prepaid offering expenses	4,986
Total Other Assets	$ 91,620
Total Assets	$158,392

LIABILITIES AND STOCKHOLDERS' EQUITY

Current Liabilities	
Accounts payable	$ 28,885
Loans payable—officers	18,368
Taxes payable	2,459
Accrued expenses	3,594
Due to Six Eleven Swim Club, Inc.	6,500
Total Current Liabilities	$ 59,806
Long-Term Liabilities	
Notes payable—officers	$ 32,769
Commitments and Contingent Liabilities (Note 6)	
Stockholders' Equity	
Common stock, par value $.01 per share	
Authorized 1,500,000 shares	
Issued 350,000 shares (Notes 4 & 7)	$ 3,500
Retained earnings	62,317
Total Stockholders' Equity	$ 65,817
Total Liabilities & Stockholders' Equity	$158,392

~~PLAINTIFF'S~~ EXH. No. DDDDD
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Page 2

NATIONAL AUTO BROKERS CORP.

STATEMENT OF INCOME (LOSS)

(Unaudited)

	For the fiscal years ended January 31,			
	1968	1969	1970	1971
Automobile Sales	$567,219	$428.425	$394,901	$316,737
Franchise Income	126,857	168,206	183,140	118,621
Total Sales	694,076	596,631	578,041	435,358
Cost of Automobile Sales	550,056	426,949	381,796	310,538
Cost of Franchise Income	36,771	21,063	33,882	19,570
Total Cost of Sales	586,827	448,012	415,678	330,108
Gross Profit on Automobiles	17,163	1,476	13,105	6,199
Gross Profit on Franchises	90,086	147,143	149,258	99,051
Total Gross Profit	107,249	148,619	162,363	105,250
Selling, general and Administrative Expenses	117,903	104,690	109,595	96,212
Operating Profit (Loss)	(10,659)	43,929	52,768	9,038
Provision for Federal Income Taxes	—	16,045	20.632	1,988
Income (Loss) before Extraordinary Items	(10,659)	27,884	32,136	7,050
Extraordinary Items:				
Gain on expiration of Franchise deposit obligations net of Pennsylvania Corporate and Federal Income Taxes	—	—	—	126,127
(Loss) on write-off of Franchise notes receivable and license and distributor fees receivable	—	—	—	(30,722)
Income tax benefit arising from net operating loss carryforward from fiscal years ended January 31, 1967 and 1968	—	16,045	20,632	1,988
Net Income (Loss)	$(10,659)	$ 43,929	$ 52,768	$104,443

DEFTS' ~~PLAINTIFF'S~~ EXH. No. DDDDD
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Rec'd in Evidence ______
Page 3

NATIONAL AUTO BROKERS CORP.

STATEMENT OF INCOME (LOSS)

(Unaudited)

	For the fiscal years ended January 31,			
	1968	1969	1970	1971
Per share of common stock:				
Income (Loss) before extraordinary items	($.03)	$.08	$.09	$.02
Extraordinary items	—	.05	.06	.27
Net Income (Loss)	($.03)	$.13	$.15	$.29

Based on 350,000 shares of common stock ($.01 par value) assumed to be outstanding during the periods covered herein. This gives retroactive effect to recent stock purchases from the Company (see "Certain Transactions") and to the recapitalization described in Note 4 of Notes to Financial Statements.

NATIONAL AUTO BROKERS CORP.

STATEMENT OF RETAINED EARNINGS

(Unaudited)

	For the fiscal years ended January 31,			
	1968	1969	1970	1971
Balance Beginning of Period	$(126,540)	$(137,199)	$(93,270)	$(40,502)
Add or Deduct Net Income (or Loss)	(10,659)	43,929	52,768	104,443
Deduct: Transfer to stated capital on recapitalization	—	—	—	1,624
Balance End of Period	$(137,199)	$(93,270)	$(40,502)	$ 62,317

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~~PLAINTIFF'S~~ EXH. No. DDDDD
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NATIONAL AUTO BROKERS CORP.

NOTES TO FINANCIAL STATEMENTS

Note 1. Organization of the Company

The Company was incorporated under Pennsylvania law on January 14, 1966 to engage in the business of selling new cars through a nationwide system of franchised brokers. The Company succeeded to the operations of U. S. Sales and Information Services, a sole proprietorship owned by Frank Maiorana, which ceased operations thereafter. Bank accounts in the name of U. S. Sales and Information Services are still maintained for the collection and payment of Company funds and are included in the asset "Cash in banks and on hand". Any assets of the Company transferred from U. S. Sales and Information Services are carried on the Company's books and records at the transferor's cost basis. On September 24, 1970 the Company changed its name from Nabcor, Inc. to its present name of National Auto Brokers Corp., but is continuing to do business in New York under the name Nabcor, Inc.

Note 2. Allowance for Bad Debts

There is a firm policy to deduct bad debts as they actually arise without creating an allowance for bad debts. All accounts receivable are collectible and bad debts have already been deducted. The accounts receivable—franchises reflected as an other asset are demand notes for which the Company does not intend to demand payments for a period of one to two years.

Note 3. Unrecovered Promotional and Development Expenses

Frank Maiorana, the President, incurred expenses in promoting and developing the Company from May, 1965 through January, 1967, and in January, 1967 the Company set up on its books unrecovered promotional and development expenses, in the amount of $27,000, and reflected an obligation to Frank Maiorana in a like amount.

Note 4. Recapitalization

On September 24, 1970, the Company amended its charter to change its authorized capitalization from 5,000 shares of $1.00 par value common stock to 1,500,000 shares of $.01 par value common stock. There were 1,875 and 1,250/1,866 shares of $1.00 par value common stock outstanding on July 31, 1970. The new common shares of $.01 par value were to be exchanged for the old at the rate of 186.6 shares to 1. The Financial Statements have been prepared to give effect to the recapitalization.

Note 5. Income Taxes

The Company's federal income tax returns are filed on a cash basis.

The Company's federal income tax returns have not been examined by the Internal Revenue Service since the inception of the Company.

Approximately $9,384 is available as at January 31, 1971 as a net operating loss carryover which may be applied against taxable income through the year ended January 31, 1973.

Taxable income on a cash basis was as follows:

	Profit or (Loss)
Fiscal year ended 1/31/67	$(126,190)
Fiscal year ended 1/31/68	(33,166)
Fiscal year ended 1/31/69	22,837
Fiscal year ended 1/31/70	14,045
Fiscal year ended 1/31/71	113,089

Note 6. Commitments and Contingent Liabilities

See "Litigation" section of the Offering Circular.

Also see "Business—Property" section of the Offering Circular for a description of lease agreements.

Company as franchisor under numerous franchise agreements has certain obligations, including continuing obligations. See "Business—Marketing of New Automobiles—NABCOR System".

Note 7. Events Subsequent to Balance Sheet Date

See "Qualified Stock Option Plan" for details of the plan adopted on September 23, 1970.

Ex. E-5 - In evidence at hearing only.

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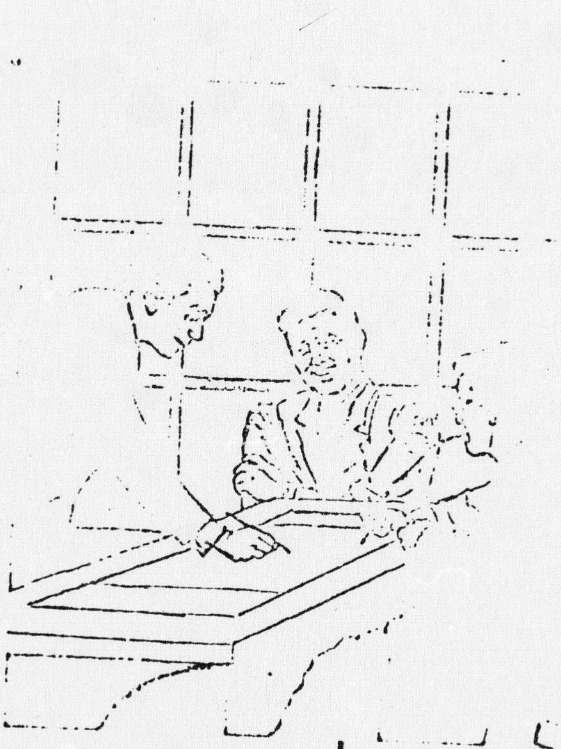
Manual

the
nabcor
system



NABCOR, INC.
101 BENSON MANOR
JENKINTOWN, PA. 19046

☐ an automobile consumer service ☐

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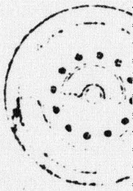

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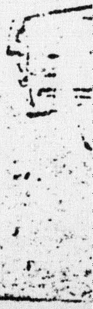

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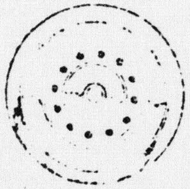
E-1216

In order to make additional profits, the new car dealer must retail his used cars. This is not necessary for a Nabcor broker. Without having a $400 expense structure associated with each automobile, the Nabcor broker can afford to wholesale his used cars and still make much more than the dealer does. In the training program, Nabcor outlines the method of wholesaling. Because the new car dealer holds a used car trade-in for 30 days, in order to retail it, he must take into consideration that at the end of 30 days it may be worth less than the original wholesale figure that he put on that particular trade-in. Therefore, all new car dealers, or their managers, will price a used car trade-in at $100 under the actual wholesale market price. So, if the Nabcor broker follows the points outlined in the Nabcor training program, he will be able to give his customer more on his used car or pick up that additional $100 on each used car trade-in at wholesale. In this manner, the Nabcor system protects the Nabcor broker against used car depreciation."



At this point, bring the interview to a conclusion and set up for a second interview.

SAMPLE PRESENTATION - TWO

In our second presentation we will answer the questions that the Prospective Broker has and attempt to satisfy him and eliminate any doubts he may have in his mind pertaining to our system.

After greeting the Prospective Broker at the time of your second appointment, you would then go into your question and answer session. An example would be:

"Mr. Prospective Broker, I imagine you've discussed this with some of your friends, your wife, and advisors whom you may have chosen. At this point, you may have some questions, and I would like to get those questions cleared up before we go any further."

(Following are the questions he may ask.)

Question 1: Who will service the car?

"Mr. Prospective Broker, any dealer of that particular manufacturer. For example, if it is a Chevrolet, any Chevrolet dealer in United States or Canada must service that car, because the manufacturer, in the warranty that accompanies each automobile, states that the car can be serviced at any dealer in the United States and Canada; and the manufacturer pays in full for the service. You see, Mr. Prospective Broker, every dealer has three franchises — a franchise to sell cars, a franchise to sell parts, and a

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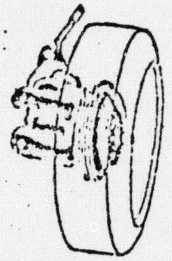
:e to sell service. They get paid in full from the manu- · for this service — in the same manner that you would dealer with your own check for any service you may ne in a dealership. Dealers are always glad to get that s. There is no problem with service." (Point out that companies operate cars all over the United States, and oring them back to the selling dealer. They do not have is with service, and neither do we.)

n 2: How do we dispose of used cars?

"Mr. Prospective Broker, as we explained to you in our first meeting, used car dealers are very anxious to buy used cars from new car dealers or brokers, because this is the only way they can get used cars. ou are negotiating for a new car purchase, the used car hen be priced at wholesale. In its very thorough train- gram, Nabcor will show you how to do this. You would ntact several used car dealers in your area. They :ive you a price on the car to be traded. This is the ou would use when trading this car. At the time you de- e new car, the used car dealer would give you a check trade-in, and that would eliminate the used automobile n the whole thing into a cash transaction. In the train- gram, Nabcor will go into greater detail on this and other s of used car disposal and will assist you in every way."

n 3: Won't the dealers try to stop us?

...ective Broker, I am sure that the local dealers ...s a competitor, but that is the reason and



its contacts nationally, can get you automobiles at all times, and local dealers could never stop you. Should they try to harass you, this would be in direct violation of the Supreme Court decision, and they would not dare attempt this. They could be tried by the Government for a criminal conspiracy to restrain trade. In our fourth year of operation, Nabcor has experienced no difficulty in supplying its brokers with automobiles, nor does it anticipate any difficulty in the future, so there is no reason to worry about that particular point."

Question 4: Does the company have to do national advertising?

"Mr. Prospective Broker, national advertising is done by the company in the same manner that the automobile manufacturers do their national advertising, and it is on a participation basis. Since the entire concept is based on low overhead, the company does not see at this time how it would be advantageous to charge the broker on a per unit basis for national advertising that is not really necessary. Nabcor has a complete customer contact program that is extremely effective for you as the broker, since you sell all makes and all models of automobiles. The company has many plans for national advertising and other programs of this type and will use them when the brokers indicate that they want them. So far, they like the programs used presently by the company.

Question 5: Where will I get the cars?

"From your Master Broker."

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Question 6: How do my prices compare with the dealers?

"Mr. Prospective Broker, due to the large volume of purchasing done by Nabcor, Nabcor gets its cars for absolute dealer invoice plus the get-ready. Your cost would be no more than the dealer cost when you take into consideration that the dealer pays invoice, has to pay for get-ready, floor plan interest, and incidental expenses associated with stocking the car. As I explained in our first meeting, the dealer cost is invoice plus approximately $100, depending on the size of the car. This is what the dealer calls a house charge. What 'house charge' really means, Mr. Prospective Broker, is that the salesman does not get paid on that first $100, because this added to the invoice is what the dealer considers his out-of-pocket cost on each new car."

Question 7: Can I compete with the dealer?

"Well, Mr. Prospective Broker, when you take into consideration that you are paying exactly the same amount as the dealer is for his car, and he has a $400 built-in expense structure per unit, you certainly can compete with the dealer. You have a decided advantage in that you do not have this $400 per unit cost. You can save your customer money and still make quite a profit."

Question 8: How do I get my leads?

"Mr. Prospective Broker, as we explained in our first meeting, every man, woman, and child from 16 to 90 is a potential new car buyer. Since you handle all makes and all models of new cars, leads are no problem. Nabcor, in its training program, gives you a very thorough customer contact program program, and supplies you with all the materials necessary, including brochures, mailings, etc., so that you will have all the leads you need."

Question 9: Why should a customer buy from me?

"Mr. Prospective Broker, as you know, over the years the customer has been forced to go to a dealer of a particular make and the public has become very disenchanted for many reasons One reason is that there is no credibility associated with anything the salesman says. If, for example, he happens to be a Ford salesman, and the customer wants to buy an autobobile, but is not really sure which make he desires (Ford, Chevrolet, Plymouth, etc.) naturally, the Ford salesman will try to sell him on Ford. Under these circumstances, the customer can lend no credibility to what the salesman says. He must go through a process of elimination. He must shop the Ford dealer, the Chevrolet dealer, and the Plymouth dealer, and make up his mind from his own limited knowledge. On this point alone, it would be preferable for the customer to deal with a broker, because he can ask the broker for his unbiased opinion. Since the broker handles all makes and all models, he can at least feel sure that the broker has given him an honest opinion as to which car he should buy, based on the customer's personal needs.

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Another reason for the public to turn from the dealer to the broker is that a salesman sells an automobile on a one-time basis; he knows he may never sell that customer another automobile, so he treats it as

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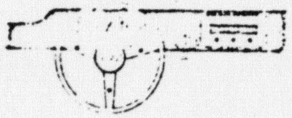
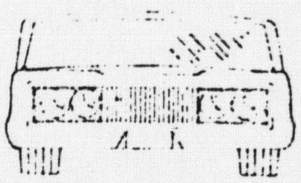
one-time sale. The customer, therefore, has no one to go back to, and even if he should go back to that particular dealership, the salesman may have left that dealership and gone to work for someone else. The selling dealer never gets in contact with the customer and knows nothing about the sale; therefore, the customer is left stranded. In this particular instance, dealing with an automobile broker would certainly be a lot more desirable. The automobile broker selling all makes and all models knows that he can sell the customer again and again. He will be there, and the customer can come back and discuss other automobile needs. He will feel that his investment in his automobile is more secure, knowing that he can go to someone for further advice.

Mr. Prospective Broker, salesmen also have been notorious for switching, lying to customers, and giving them prices which they know the house will not live up to. Customers have gone back and, in many instances, have not been able to purchase their automobile for the quoted price. They have had to pay more.

At least 30% of the car-buying public, Mr. Prospective Broker, falls into the category of the average blue-collar worker. This man goes to work, comes home at five o'clock, has dinner, and sits down to watch TV. Every three years he goes out to buy a new automobile. He goes with his wife and children and is a mark for every salesman. This is the man that will subsidize the so-called good deal, and pays as high as $300 to $1,000 profit to the dealer. This man needs an automobile broker who will not take advantage of him. The broker only earns a set brokerage fee and wants to sell him again and gain his good will and loyalty for life.



In addition, Mr. Prospective Broker, the myth (going back to the idea that the dealer gets you good service) has been exploded by the leasing companies and large corporations, because their salesmen go all over the country and they get extremely good service. The local customer who buys from a dealer and takes his car back to that dealer (since he feels that he paid a legitimate price for his car) doesn't know about tipping service managers and things of that nature. His car is put on a waiting list, and he is given an appointment three weeks from the time he comes in. The person who bought his car elsewhere comes in, gives the service manager a two-dollar bill and gets his car serviced the same day. The customer generally knows that buying a car from the dealer does not assure him of good service; generally, it is worse service.



For these and many other reasons, too numerous to go into here, the automobile buyer will want to deal with you, an automobile broker. He will feel that you have his best interests at heart, because you have a special motive. You'll want to sell him his next car. He can understand that it is to your advantage to treat him fairly and treat him well. The customer also can feel that he will get a better deal from an automobile broker than from a salesman in an automobile dealership,

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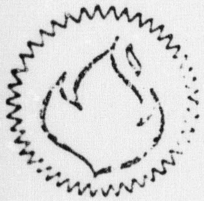
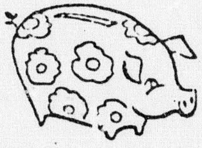
whom he may never see again. The buyer also knows that the car he wants is made by the same manufacturer, no matter who sells it, and when people buy cars, they don't want to feel they are paying for an expensive building."

Question 10: Someone told me this can't be done because the Motor Vehicle Department will not register the car in my state. Will the car be registered as a new car in my state?



"Mr. Prospective Broker, registration or title to a vehicle is only evidence of title to the car. Legal title is a bill of sale. Since a state requires that an automobile be registered if it is to be operated within that state, they must register the vehicle provided that all of their requirements are met. The Nabcor system, in eight months of research, has determined that cars can be registered in every state in the Union. It supplies you with all of the forms necessary for the registration in your states, and the method by which these cars can be registered. Since Nabcor has been in business, now over four years, it has never had this problem, Mr. Prospective Broker, and it won't have in your case, either. Regardless of what anyone tells you, including Motor Vehicle Inspectors — they are partial to dealers and will try to mislead you. Nabcor supplies you with the method by which cars can be registered."

Question 11: Can the cars I sell be financed?

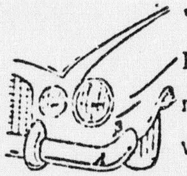


"Certainly. Every bank and finance company is crying for business. In most cases, if you do not arrange for the financing, the customer will arrange it for himself by going to his own bank or financial institution, or your Master Broker can handle this for you."

Question 12: Do I have to leave my job or business immediately?

"No, Mr. Prospective Broker, the company is very flexible on this since it only requires two hours per day of actual work. Most of your customers will be at home in the evenings and on weekends, so you can operate your business in addition to your regular employment or business until such time as you feel you want to leave. The profit potential will dictate that you put in full time as soon as possible and you will want to."

Question 13: How do I know Nabcor will get the cars?
Question 14: How does Nabcor get the cars?



"To answer your first question, Mr. Prospective Broker, we have been in business over four years now, and we have been getting cars. I will answer your next question in this manner: Nabcor gets their automobiles through the manufacturers in the same manner that Hertz or Avis or any of the other large fleet purchasers get their automobiles."

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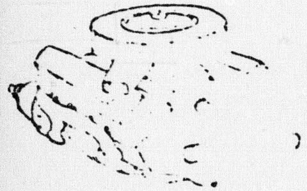
Question 15: I was told that I could buy a car for $100 over invoice from a regular dealer. How could I make money and compete at those prices?



"Mr. Prospective Broker, as I have outlined before, this is one of the reasons why 80% of the car-buying public is disenchanted with the dealer and would much prefer to buy an automobile from an automobile broker. This $100 business is just a myth. As was explained before, Mr. Prospective Broker, the dealer must pay for the get-ready, floor plan interest, and items incidental to stocking an automobile for 60 days. That costs $100. That's not counting a building that costs him, based on factory averages, $50 per unit, telephone costs at $20, advertising at $40 a unit, and office, men, and sales managers, and many other expenses that bring this up to $400 per unit. Mr. Prospective Broker, he can't possibly sell a car for $100 over invoice. The national average, as I have shown you in our presentation materials, is $431 per unit, and any car that is being sold for $100 over invoice would most likely be a demonstrator — although the customers are not always told this. And again, Mr. Prospective Broker, when dealers use $100 over cost, this cost figure could be anything the dealer may consider cost to him — $100 over invoice, or he can consider his actual cost when he adds $400 to the invoice price.

The customer, when he goes into a showroom to get his automobile for $100 over cost, may find that it really represents $500 over invoice. Generally, this is what usually

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happens. Dealers also revert to a [illegible] gimmick by switching to payments and thereby hiding the actual price in monthly payments. When the customer wakes up a week later, he finds that he is paying $600 or $700 over invoice, not $100. Mr. Prospective Broker, this should make clear to you that a dealer cannot sell an automobile at $100 over invoice. If the dealer sold cars at this price, he would lose his shirt. He has to average over $400 per unit."

At this point, Mr. Prospective Broker should have no more questions. He should be satisfied that all this is possible — that he can go into the automobile business and that he wants to go into the automobile business.

Now, make him sell you on himself and show enthusiasm for the program. If he does, and if you feel this man can be a good broker, you should then explain to him that the cost of his materials (sign, training, and promotional materials) can be paid in cash or out of the money he gets from the brokerage fee charged to the customer. The company recommends $25 per unit purchased until the outlay is returned to the Master Broker. He can make whatever arrangements he feels are best for his brokers and himself. The man then would sign the Independent Contractors Contract with the Master Broker. The Master Broker will select a date for him to start work and give him his package. The Master Broker should make sure the broker understands that he will follow the Nabcor customer contact program each

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and every day. The Master Broker will follow up to make sure he does this, and will expect reports on daily activity. By establishing ten such brokers and making sure they follow the Nabcor program, the Master Broker should have no trouble exceeding his quota of new car purchases per month.

Ex. G-5 - In evidence at trial.

July 12, 1966

Mr. William Nash
Nabcor Incorporated
101 Benson Manor
Jenkintown, Pennsylvania 19046

Bill:

This is to confirm our telephone conversation as of yesterday. Kutner Buick will supply you with new Buicks at the following price schedule:

All Special Series	$65.00	Above Factory Invoice
LeSabres	$65.00	Above Factory Invoice
Wildcats	$65.00	Above Factory Invoice
Electras	$65.00	Above Factory Invoice
Rivieras	$100.00	Above Factory Invoice

All cars will be serviced, Pennsylvania State Inspected and washed. At time of delivery, you are to pay us either by bank draft or company check on a C.O.D. basis.

We will appreciate any warranty business you can send to us.

Thanking you in advance for your future business, and I hope it will be a long association.

Very truly yours,

KUTNER BUICK INC.

Jerome S. Kutner
Vice-President

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P.S. This price structure is subject to change at any time.

EXHIBIT U

F.M. Affidavit in Support of
Motion for Preliminary Injunctio

Ex. Q-5 - In evidence at trial.

E-1224

Matt Slap

COTTMAN AT TORRESDALE AVES. • PHILADELPHIA, PENNSYLVANIA 19135 • PHONE DE 8-7300

December 9, 1966

Nabcor
101 Benson Manor
Jenkintown, Pa.

Attn:Mr. John Faunce

Mr. Faunce,

As per telephone conversation, all 1967 Chevrolet $50.00 over invoice, including Get Ready and polish based on settlement at time of delivery in cash or certified check.

Sincerely yours,
MATT SLAP CHEV

Allan Goldstein

ALLAN GOLDSTEIN
(Sales Manager)

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AM Ex. 27

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Year 1967

Make Oldsmobile Club Cupe

Serial No. Locatio Cutlass

Motor No.

Date of Purchase

Purchased From N.J. Auto Discount

Address

City

Title No.

License No.

Stock No. ~~45-3~~ 119.3

Date Sold

Invoice No.

Sold To Antoliano Sardenas

Address 5-43-60 st Apt 3

West New York, N.J.

Phone No.

☐ Bill of Sale

☐ Certificate of Title

By: New Jersey Discount auto sales - 119
Elias Robledo
431-60 Street
West New York, N.J.

Pending

#331776130916

Reccd# 1773 7/26

N.Y. Discount $2510.53

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delivered 7/31/67

Ex. S-5 - In evidence at trial.

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NABCOR, INCORPORATED
101 BENSON MANOR PHONE: 885-2075
JENKINTOWN, PA. 19046

15749 № 0[illegible]335

DATE July 6, 19 67

RECEIVED OF Elias Robledo - New Jersey Discount Auto Sales one hundred DOLLARS $ 100 00

deposit on 1967 Oldsmobile

NABCOR, INCORPORATED

FORM No. 1001

BY ll

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COMPANY COPY

N

THE NABCOR SYSTEM
Authorized Dealer

Purchase Agreement

Date JULY 3 1967

NEW JERSEY DISCOUN
AUTO SALES
~~ALLEX AUTO BROKERS~~
122 ~~SAW MILL RIVER~~ ROAD
~~ELMSFORD, N.~~Y.
E. A ROBLEDO

ANTOLINA SARDIÑAS

Address 543 - 60 St. APT. 3 - WEST NEW YORK, N. J.

hereby agree to purchase the following described vehicle and request the equipment and services set out below.

Year 1967 Make OLDSMOBILE Cylinder 6 Model CLUB CUPE Type 2 DOOR Color MARRON

MARRON ~~Stock No.~~ INTIRIOR Serial No. 113-3

Basic Price $

TITLE and REGISTRATION

You are hereby authorized and directed to title and register this car in the name of .... for whom I am buying it.

Signed: ....

As part of the purchase price I hereby sell and assign all of my Right, Title, and Interest to the following described automobile which is free of any lien or encumbrance whatsoever except as stated below:

Year.......... Make.......... Cylinder..........

Model.......... Body Type.......... Color..........

~~Equipment~~ NOTE. CUSTOMER UNDERSTAND THAT THIS CAR HAS TO BE LOCATED AN IF THERE
~~Serial No.~~ IS ANY DIFERENCE
~~License No. & State~~ IN PRICE FROM
~~Title No.~~ THE TOTAL AMOUN ON
~~Stock No.~~ PURCHASE COPY HE IS
~~Allowance~~ OBLIGATED TO ABSORBE
~~Deduct: Payoff~~ $ IT.
~~Net Allowance~~ $
~~Payoff Payable to~~

Antolina Sardiñas

I request a settlement as follows:

Net Allowance	$	
Cash on Delivery	$	
Deposit Non-Refundable	$	
Receivable	$	
Total Down Payment	$	
Unpaid Balance Financed	$	
Total	$	

(Financed Balance, to be paid to the holder in due course, in a lump sum on.............................., 19......, or in.............. successive weekly installments of $.............. each, or in.............. successive monthly installments of $.............. each and a final installment of $.............. The first installment being payable on.............................., 19.........., and later installments on the same day of each (week or month) thereafter.)

Approved by

BALANCE EACH DEAL

Work Space Only
Total of A & B must equal C

A $
B $
$

Total of lines 1, 4, 5 and 6 must equal C

1 $
4 $
5 $
6 $
$

←B

A→

#

#

By..........

←C

Equipment STANDARD SIX
CILIND. ENGINE
AM RADIO
PAWER STEERING
PAWER BRAKE
WHITE WALL TIRES
JETAWAY TRASMISSION
AUTOMATIC

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Total	(1)	$ 2650.00	
Deduct: Allowance Subject to Approval	(2)	$	
Difference (1 minus 2) Subject to Approval	(3)	$	
Add: State & Local Tax	(4)	$ 79.50	
Title, License Fee	(5)	$	
....	(6)	$	
Payoff	(7)	$	
Balance Due Dealer (Total of lines 3 through 7)		$	

I am of legal age and legally competent to enter into this agreement. I understand the foregoing terms and conditions of this agreement are subject to and final only when approved and countersigned by both the General Sales Manager and/or dealer and Credit Manager and/or dealer mentioned above. If for any reason, the terms and conditions are not approved and/or fully countersigned or the pay-off on encumbrance exceeds the amount stated above. I will return the vehicle or pay any additional sum required to obtain credit or pay-off the encumbrance. It is expressly understood by the undersigned that mileage is not guaranteed by the seller. I further understand that this agreement does not include Bodily injury or Property Damage Insurance. It only includes insurance as stipulated below. This writing contains the full, final and exclusive statement of the agreement of the parties and no representations or statements have been made by seller except as herein stated; so that no warranty, express or implied, arises apart from this writing and dealer shall not be held liable or responsible for any statement, promise, or promise of sale, express or implied by any of its employees, apart from this writing. A copy of this order not properly approved and countersigned does not constitute a sale nor does it ever constitute a receipt for a deposit or down payment.

INSURANCE REQUESTED BY PURCHASER

Symbol .... Comprehensive (Up to 3 yr. old only)
Class. .... Fire & Theft
Metropolitan .... Deductible Collision
Suburban .... Term (Months)
Other .... Premium

Signature of Purchaser Antolina Sardiñas
Occ. Res. Phone No.
Emp. Bus. Phone No.

E-1228

15751

PURCHASE ORDER

N

Phone 914 YO 5-8300

NABCOR, INC.
50 SPRAIN ROAD
YONKERS, N. Y. 10710

Date July 6,1967

Order **№ 10576**

Ordered from New Jersey Auto Discount Sales
Address 431-60 Street
City West New York, N.J.
Att.

Make of Car Oldsmobile
Series Cupe
Model No. Club
Ext. Color No. Marroon
Trim. No. Marroon
Top

Equipment:

☒ 6 Cyl.	H.P. Eng.	☒ A.M. Radio
☐ 8 Cyl.	H.P. Eng.	☐ Rear Speaker
☒ Auto. Trans.		☐ Air Cond.
☐ 4 Speed Trans.		☐ Tinted Glass, All
☒ Power Steering		☐ Tinted Windshield
☒ Power Brakes		☒ White Walls
☐ Power Windows		☐ Wheel Covers

Other Equipment:
Jet away Trans.

DEFTS
~~PLAINTIFF'S~~ EXH. No. S-5
Marked for ID
Rec'd in Evidence
Page 4

Remarks:

Unless notice to contrary is received in writing immediately, this order will be considered correct and exactly as ordered by Nabcor dealer.

Nabcor Dealer elias Robledo
385 Mc Clean Ave
Yonkers, New York

Nabcor Customer Antolina Sardinas
543 60th St. Apt.#3 West
West New York, New Jersey

Form SAPO 3003

Authorized Signature

E-1229

1-255

15753

MANUFACTURER'S STATEMENT OF ORIGIN TO A MOTOR VEHICLE

The undersigned CORPORATION hereby certifies that the new motor vehicle described below, the property of said CORPORATION, has been transferred

this 18 day of APRIL 19 67 on Invoice No. [illegible]

to 03 012 AL S COMMUNITY OLDS INC

(Distributor, Dealer, Etc.)

whose address is 10 BROAD STREET

(Street and No.)

RIVERTON, N J

(City and State)

Trade Name OLDSMOBILE Series or Model 33517 Year 19 67

Body Type CUTLASS HOLIDAY COUPE L6 No. Cyl. 6

Manufacturer's Motor Vehicle Identification No. 335177G130916

H.P. (SAE) 36.0 Shipping Weight 3042

If Truck or Commercial Vehicle, Give Capacity

(To be given in terms as required by the State)

The CORPORATION further certifies that this was the first transfer of such new motor vehicle in ordinary trade and commerce.

OLDSMOBILE DIVISION
GENERAL MOTORS CORPORATION
(Corporation)

By [illegible] Accountant

Sign Name

Title or Position

DETROIT, MICHIGAN
(Office address of Signatory (City and State))

GM 521 U.S.A.

~~PLAINTIFF'S~~ DEFTS EXH. No. S-5
Marked for ID
Rec'd in Evidence
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E-1230

FIRST ASSIGNMENT

15752

FOR VALUE RECEIVED, the undersigned hereby transfers this Statement of Origin and the motor vehicle described therein to [illegible]

Address [illegible]

and certifies that the vehicle is new and has not been registered in this or any other state; he also warrants the title of said motor vehicle at time of delivery, subject to the liens and encumbrances, if any, as set out below:

Amt. of Lien	Date	To Whom Due	Address

Dated 7/[illegible]/67 19 ___ at [illegible] N.J.

Al's Community Olds, Inc. By: [illegible]

Transferor (Firm Name) Sign Here Position

Dealer License (Permit) No. [illegible]

Before me personally appeared [illegible] who by me being duly sworn upon oath says that the statements set forth above are true and correct.

Subscribed and sworn to before me this 26 day of July 1967

[illegible] Notary Public for [illegible] County, State of New Jersey

Notary Seal

Ex Oct 15, 1967

SECOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby transfers this Statement of Origin and the motor vehicle described therein to ______

Address ______

and certifies that the vehicle is new and has not been registered in this or any other state; he also warrants the title of said motor vehicle at time of delivery, subject to the liens and encumbrances, if any, as set out below:

Amt. of Lien	Date	To Whom Due	Address

Dated ______ 19 ___ at ______

______ By: ______

Transferor (Firm Name) Sign Here Position

Dealer License (Permit) No. ______

Before me personally appeared ______ who by me being duly sworn upon oath says that the statements set forth above are true and correct.

Subscribed and sworn to before me this ___ day of ______ 19 ___

______ Notary Public for ______ County, State of ______

Notary Seal

THIRD ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby transfers this Statement of Origin and the motor vehicle described therein to ______

Address ______

and certifies that the vehicle is new and has not been registered in this or any other state; he also warrants the title of said motor vehicle at time of delivery, subject to the liens and encumbrances, if any, as set out below:

Amt. of Lien	Date	To Whom Due	Address

Dated ______ 19 ___ at ______

______ By: ______

Transferor (Firm Name) Sign Here Position

Dealer License (Permit) No. ______

Before me personally appeared ______ who by me being duly sworn upon oath says that the statements set forth above are true and correct.

Subscribed and sworn to before me this ___ day of ______ 19 ___

______ Notary Public for ______ County, State of ______

Notary Seal

DEFTS ~~PLAINTIFF'S~~ EXH. No. S-5

Marked for ID ______

Rec'd in Evidence ______

Page 5

CAR INVOICE

15754

NABCOR, Inc.
50 Sprain Road Telephone 963-2373
YONKERS, NEW YORK

Nº 1307

119-3
10576

SOLD TO: Antolina Sardinas
ADDRESS 543-60th Street
West New York, New Jersey

DATE July27,1967

SALESMAN: Robledo

MAKE	MODEL	NEW OR USED	SERIAL No.	ENGINE No.	KEY No.
1967 Olds.	Cutlasse	new	335177G130910	White	

INSURANCE COVERAGE INCLUDES

☐ FIRE AND THEFT
☐ COLLISION — AMT. DEDUCT.
☐ PUBLIC LIABILITY — AMT.
☐ PROPERTY DAMAGE — AMT.

OPTIONAL EQUIPMENT AND ACCESSORIES

GROUP	DESCRIPTION	PRICE
Automatic		
Power steerting		
Radio		
White wall tires		
Wheel covers		

PRICE OF CAR	$2650.00
OPTIONAL EQUIP. & ACCESS.	
FREIGHT AND HANDLING	
SALES TAX	79.50
LICENSE AND TITLE	
TOTAL CASH PRICE	$2729.50
FINANCING	
INSURANCE	
TOTAL TIME PRICE	

SETTLEMENT:

DEPOSIT
CASH ON DELIVERY
USED CAR:-
TYPE
SER. No. 335177G13091
ENG. No.
PAYMENTS:

TOTAL $2729.50

DEFTS
~~PLAINTIFF'S~~ EXH. No. 5-5
Marked fo. ID
Rec'd in Evidence
Page 7

ALWAYS SHOW SERIAL, ENGINE AND KEY NUMBERS

FORM SA-131-N
THE REYNOLDS & REYNOLDS CO. LITHO IN U.S.A.
CELINA, O., DALLAS, LOS ANGELES

E-1231

OLDS COMMUNITY INC.
6-10 BROAD STREET
RIVERTON, N. J. 08077
PHONES: 829-2050 — 829-2051

15755

CAR INVOICE
10302

July 25, 1967

SOLD TO
Mabcor Leasing Co.
Benson Manor
Route #73 & Old York Road
Jenkintown, Penna. 19046

4-255

DATE

SALESMAN

YEAR	MAKE AND MODEL	NEW/USED	SERIAL NUMBER	ENGINE NUMBER	KEY NO.
1967	Olds. Cutlass Hol. cpe. L6	new	3351770130916	F040SVE	I.1573 T.0Y41

OPTIONAL EQUIPMENT AND ACCESSORIES

GROUP	DESCRIPTION	PRICE
Hydra LC153D	Color CC	Trim 940

Jetaway trans.
Power steering
Wheel discs
Std ww tires
Deluxe radio

Paid 7-26-67
Walt [illegible]

PRICE OF CAR	$ 2460.53
FREIGHT & HANDLING	
OPTIONAL EQUIPT. & ACCESS. Profit	50.00
SALES TAX	
LICENSE & TRANSFER	
TOTAL CASH PRICE	$ 2510.53
INSURANCE	
FINANCING	
TOTAL TIME PRICE	$
SETTLEMENT	
USED CAR:	$
TYPE	
ENG. NO.	
SER. NO.	
DEPOSIT	
CASH ON DELIVERY	2510.53
PAYMENTS:	
____ AT $	
____ AT $	
TOTAL	$ 2510.53

INSURANCE COVERAGE INCLUDES

( ) PUBLIC LIABILITY	$	( ) PROPERTY DAMAGE	$
( ) COMPREHENSIVE	$	( ) COLLISION AMOUNT DEDUCTIBLE	$
( ) OTHER	$	TOTAL PREMIUM	$

Defts ~~PLAINTIFF'S~~ EXH. No. 5-5
Marked for ID ____
Rec'd in Evidence ____
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~~15757~~

CAR INVOICE

112-3

NABCOR, Inc.
50 Sprain Road Telephone 963-2373
YONKERS, NEW YORK

Nº 1312

SOLD TO: Antolina Sardinas
ADDRESS 543-50th Apt. 3
West New York, N.J.

DATE July 31, 1967

SALESMAN:

MAKE	MODEL	NEW or USED	SERIAL No.	ENGINE No.	KEY No.
[illegible]	Cutlass Hard Top [illegible]		3351770130931	white	

INSURANCE COVERAGE INCLUDES

☐ FIRE AND THEFT
☐ COLLISION — AMT. DEDUCT.
☐ PUBLIC LIABILITY — AMT.
☐ PROPERTY DAMAGE — AMT.

OPTIONAL EQUIPMENT AND ACCESSORIES

GROUP	DESCRIPTION	PRICE
[illegible]	[illegible]	[illegible]
[illegible]		
Power Steering		
[illegible]		
[illegible]		
[illegible]		

PRICE OF CAR	3036.30
OPTIONAL EQUIP. & ACCESS.	
FREIGHT AND HANDLING	
SALES TAX	
LICENSE AND TITLE	
TOTAL CASH PRICE	
FINANCING	
INSURANCE	
TOTAL TIME PRICE	

SETTLEMENT:

DEPOSIT	
CASH ON DELIVERY	
USED CAR:-	
TYPE	
SER. No.	
ENG. No.	
PAYMENTS:	
TOTAL	

ALWAYS SHOW SERIAL, ENGINE AND KEY NUMBERS

FORM SA-131-N
THE REYNOLDS & REYNOLDS CO. LITHO IN U.S.A.
CELINA, O., DALLAS, LOS ANGELES

DEFTS
~~PLAINTIFF'S~~ EXH. No. 5-5
Marked for ID
Rec'd in Evidence
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15756

~~CAR INVOICE~~

BROKER'' STATEMENT

Stock Number

Broker Number

Used Car Invoice

Broker

NABCOR, Inc.
50 Sprain Road Telephone 963-2373
YONKERS, NEW YORK

Nº 1313
1307

SOLD TO: Antolina Sardinas
ADDRESS 543-60th Street
West New York, N.J.

DATE July 31, 1967

XXXXXXX Rob-N.J. Auto

MAKE	MODEL	NEW OR USED	SERIAL NO	ENGINE NO	KEY NO
Olds	Cutless Hard top Cupe L6	new	335177G130916	White	

INSURANCE COVERAGE INCLUDES

FIRE AND THEFT
☐ PUBLIC LIABILITY — AMT
COLLISION — AMT DEDUCT
☐ PROPERTY DAMAGE — AMT

OPTIONAL EQUIPMENT AND ACCESSORIES

GROUP	DESCRIPTION	PRICE
Automatic		
Power Stering		
Radio		
White wall Tires		
Wheel Covers		

PRICE OF CAR	2560.53
OPTIONAL EQUIP. & ACCESS.	
FREIGHT AND HANDLING	
SALES TAX	
LICENSE AND TITLE	
TOTAL CASH PRICE	2560.53
FINANCING	
INSURANCE	
TOTAL TIME PRICE	
SETTLEMENT:	
DEPOSIT	
CASH ON DELIVERY	
USED CAR:-	
TYPE	
SER. NO	
ENG. NO	
PAYMENTS	
TOTAL	2560.53

ALWAYS SHOW SERIAL, ENGINE AND KEY NUMBERS

DEFTS ~~PLAINTIFF'S~~ EXH. No. 5-5
Marked for ID
Rec'd in Evidence
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E-1234

5758

CAR INVOICE

NABCOR, Inc.
30 Sprain Road Telephone 963-[illegible]
YONKERS, NEW YORK

No. 1307

SOLD TO Antolina Sardinas
ADDRESS 565 60th Street
West New York, New Jersey

DATE [illegible] 27, 1[illegible]

SALESMAN [illegible]lado

MAKE	MODEL	NEW OR USED	SERIAL NO.	ENGINE NO.	KEY NO.
1967 Olds.	Cutlass	new	335177S13009[illegible]		

INSURANCE COVERAGE INCLUDES

☒ FIRE AND THEFT
☒ COLLISION ——— AMT. DEDUCT.
☐ PUBLIC LIABIL AMT
☐ PROPERTY DAM AMT

OPTIONAL EQUIPMENT AND ACCESSORIES

GROUP	DESCRIPTION	PRICE
	[illegible]	
	Power steering	
	Radio	
	Whitewall tires	
	[illegible]	

PRICE OF CAR	2620.00
OPTIONAL EQUIP. & ACCESS	
FREIGHT AND HANDLING	
SALES TAX	79.50
LICENSE AND TITLE	
TOTAL CASH	2729.50
FINANCING	
INSURANCE	
TOTAL TIME PRICE	

SETTLEMENT:

DEPOSIT	
CASH ON DELIVERY	
USED CAR	
TYPE	
SER. NO.	335177S130097
DIDING	
PAYMENT	
TOTAL	2729.50

ALWAYS SHOW SERIAL, ENGINE AND KEY NUMBERS

DEFTS ~~PLAINTIFFS~~ EXH. No. 5-5
Marked for ID
Rec'd in Evidence
Page 11

E-1235

BEST COPY AVAILABLE

Ex. U-5 - In evidence at trial.

E-1236

PONTIAC

KLINE PONTIAC CO.

651 North Main Street • Doylestown, Pennsylvania 18901 • Phone: 348-9026

August 20, 1969

Nabcor Inc.
101 Benson Manor
Jenkintown, Pa.

Attention: Mr. Frank Maiorana

Dear Mr. Maiorana:

As per our telephone conversation of today, Kline Pontiac Co. is willing to sell to your rental agency a fleet of new cars based on figures of a minimum of 50 Units with a potential of 100 or more cars in a year at a figure of $75.00 above Factory Invoice less 1%.

These Units will be expedited as fast as possible when we receive a Purchase Order. Financial arrangements would be expected at time of delivery. It is my understanding you can give authorization for three (3) Units this week.

A luncheon meeting in the very near future to go over all details should be agreed upon now. Could such a meeting be Friday August 29, 1969?

Hoping this meets with your approval, I remain

Yours truly,

KLINE PONTIAC CO.

Percy H. Kline
Sales Manager

PHK, nk

DEFTS ~~PLAINTIFF'S~~ EXH. No. U-5
Marked for ID ✓
Rec'd in Evidence ✓
Page ____

TELEPHONE OSBORNE [illegible]

Ex. V-5 - In evidence at trial.

E-1237

AL WILSON PONTIAC, INC.
555 WEST STREET ROAD • WARMINSTER. PA. 18974

18 August 1969

Jack Snyder
Nabcor Inc
101 Benson Manor
Jenkintown, Pa

Dear Jack:

Confirming your three orders for 1970 models, your
order numbers are Your #10838=Pontiac #10832
Your #10839=Pontiac #10831
Your #10831=GrPrix #10829

Due to the rising cost of doing business, we are increasing our fleet price mark-ups to invoice plus one-hundred and fifty dollars (150.00) with our dealership retaining the holdback. We find that this mark-up is needed to meet expenses and deliver a reasonable profit.

We are sure you will find this pricing competitive in the fleet market. Thanking you again for your business,

Sincerely yours,

Al Wilson Pontiac, Inc
Jack Wilson, VP Sales

DEFTS
~~PLAINTIFF'S~~ EXH. No. V-5
Marked for ID
Rec'd in Evidence
Page 1

"A friendly family dealership"

Ex. W-5 - In evidence at trial.

DEFTS ~~PLAINTIFF'S~~ EXH. No. W-5
Marked for ID
Rec'd in Evidence
Page 1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

NATIONAL AUTO BROKERS CORP., et al.,
Plaintiffs,
-against-
GENERAL MOTORS CORPORATION, et al.,
Defendants.

70 Civ. 5421A TPG

STIPULATION OF FACTS NO. 2

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned that the following facts shall be deemed to be established solely for purposes of this action:

1. At 12:01 a.m. on September 15, 1970, the United Automobile Workers began a strike against General Motors Corporation ("GM").

2. GM ceased production of automobiles in the United States on September 15, 1970, in consequence of said strike.

3. On November 20, 1970, the United Automobile Workers ratified a collective bargaining agreement with GM.

4. From the commencement of the strike on September 15, 1970 until ~~the~~ following ratification of the collective bargaining agreement with the United Automobile Workers on November 20, 1970, GM did not produce any automobiles in the United States.

5. Following the United Automobile Worker's 1970 strike, GM did not resume full production of automobiles until on or after December 1, 1970.

Dated: New York, New York
July 15, 1975

Carl E. Person
Attorney for Plaintiffs

PAUL, WEISS, RIFKIND, WHARTON &
GARRISON

By
Lewis A. Kaplan

Attorneys for Defendants
General Motors Corporation,
General Motors Acceptance Corporation,
Frederick G. Donner and
James M. Roche

DEFTS ~~PLAINTIFF'S~~ EXH. No. W-5
Marked for ID
Rec'd in Evidence
Page 2

Ex. X-5 - In evidence at trial.

[illegible] B X-5
[illegible]
[illegible]
[illegible]

"A CHRONOLOGY OF NAPCOR FRANCHISE SALES"

Name	Agreement	Date
Alice Laurent	Broker Franchise	
Joe Benty	Broker Franchise	Feb. 1966
David Soloff Soloff Auto Sales & Leasing	Broker Franchise	Feb. 25, 1966
Alan J. Dennison	Broker Franchise	Feb. 25, 1966
Philip Sterk	Broker Franchise	March 16, 1966
Rudolph A. Dubay Automation Inc.	Broker	March 30, 1966
James Vandermark Eastern Automotive Exchange	Broker Franchise	April 1966
Joseph Rizzuto, Pres. [Z Motors Inc.]	Broker Franchise	April 1966
Andrew J. Eardley	Broker	April 13, 1966
Frank Jones Northeast Auto Brokers	Broker Franchise	April 18, 1966
Anthony Donofrio	Broker	April 20, 1966
L. Robert Tannenbaum Northwest Car Brokers	Broker Franchise	April 20, 1966
[Inwood Discount Motors, Inc.] David Casse	Broker	May 1966
James A. Haag Robert M. Selders Costal Auto Brokers	Broker	June 1966
Frank A. Smith F. A. Smith Enterprises	Broker	June 1966
Joseph V. Riccitelli J&E Auto Brokers	Broker Franchise	June 28, 1966
Rodney Rushmore Mayrice Mans Westover Ford	Broker	July 1, 1966
Edward Goldfeder Gold Feather Motors	Broker Franchise	July 6, 1966
Kenneth Kocck, Pres. Mike Reines	Broker Franchise	July 22, 1966

E-1241

Name	Agreement	Date
James A. Hall, Pres. John E. Hauser, Treasurer [Colony Imports, Ltd., Inc.]	Broker Franchise	August 8, 1966
Robert J. Love, Jr. Love & Long Variety Motors	Broker Franchise	August 10, 1966
Hans G. Klimm	Broker Franchise	August 10, 1966
Louis H. Jamele Lou's Auto Mart	Broker Franchise	August 10, 1966
Joseph C. Ippolito Arctic Motors	Broker Franchise	August 17, 1966
Donald Wayne Woodis	Broker Franchise	August 18, 1966
Joseph Zeisweiss	Broker	September 1966
Vernon Cameron	Broker	September 1966
George Tedesco Augustine Mtr Car Brokerage	Broker Franchise	September 1966
Rolland and Le Vere Favre Favre's Service Station	Broker Franchise	September 1966
Joseph J. Bono	Broker Franchise	September 1, 1966
Francis & Ronald O'Rourke Montclair Auto Brokers	Broker Franchise	September 15, 1966
[Walter H. Schultz	Broker Franchise	September 19, 1966
Louis P. Young, Pres. & Louis E. Young, Secy [Louis P. Young, Inc.	Broker Franchise	September 20, 1966
Neil Mazzer Fred Berger West Chester Auto Wholesalers	Broker Franchise	September 22, 1966
Victor Vanderzee Van's Auto Brokers	Broker Franchise	September 23, 1966
Harry S. McWhorter Nu-Car Brokers	Broker Franchise	September 23, 1966
John J. McGirr	Broker Franchise	October 1966
Henry H. Schwinge	Broker Franchise	October 1966
Adam Ferraiolis Ferraiolis Esso	Broker Franchise	October 4, 1966
[Equitable Auto Brokers] Michael G. Meall, Jr., Treas.	Broker Franchise	October 5, 1966
Carmen Salemno Carmen's Nu-Car Center	Franchise	October 14, 1966

E-1242

Name	Agreement	Date
John P. Kelly, Pres. [Midland Management Corp.]	Broker Franchise	October 17, 1966
Jack T. Esher	Franchise	October 17, 1966
Stanley Simpson S.M.C. Auto Sales	Broker Franchise	October 18, 1966
Walter R. Chulak	Franchise	October 18, 1966
Robert L. Wetherbee	Broker Franchise	November 4, 1966
James H. Rumpp James H. Rumpp Auto Brokers	Franchise	November 18, 1966
John Golub Pabon Auto Wholesalers	Broker Franchise	December 1966
Thomas F. McKelvey	Assoc(?) Broker	December 6, 1966
Charles W. Pletz	Franchise	December 7, 1966
Chuck Cohen Tallman Motors Corp.	Broker	December 8, 1966
51 - Joseph Rossi Rossi's Atlantic Station	Broker Franchise	December 29, 1966
Irwin A. Hibbs	Broker	January 1967
Charles Cesari	Broker Franchise	January 1967
Elmer L. Skinner	Broker Franchise	February 1967
John Grassia Majestic Auto Brokers	Broker Franchise	February 4, 1967
Harry J. Goldberg	Franchise Broker	February 13, 1967
John D. Quill Rockland Auto Brokers	Broker Franchise	February 17, 1967
Nicholas J. D'Auria	Broker Franchise	March 1967
Owen Campana Automobiles Unlimited	Franchise	March 28, 1967
Frank J. Crowne	Broker Franchise	April 4, 1967
Robert W. Perrygo New Car Sales	Franchise	April 11, 1967
James E. Beckley, Jr. John A. Meyers	Assoc. Broker	May 1967
Artie Kaufman D&A Auto Consultants, Ltd.	Broker	May 8, 1967
Charles H. Runk, Jr., Pres. H. Ferree [Park Sq. Auto Sales Inc.]	Broker Franchise	May 8, 1967

Name	Agreement	Date
William B. DuVai	Broker Franchise	May 15, 1967
Alfred J. Young, Sr. Young Auto Sales	Franchise	May 26, 1967
Elias A. Robledo N. Jersey Discount Auto Sales	Broker Franchise	May 31, 1967
Joseph W. Wisneiwski	Broker	June 29, 1967
John H. Buck Nu-Car Co.	Broker Franchise	June 30, 1967
Warren Canfield, Jr. (Pres.) [Ace Productions]	Assoc. Broker	July 1967
Richard A. Nolte, Pres. [W.A. Nolte Inc.]	Broker Franchise	July 7, 1967
Irwin H. Kotovsky	Broker Franchise	July 11,1967
Donald A. Bolling Multi-Make Auto Sales	Broker Franchise	July 17, 1967
Richard L. Owens American Auto Broker & Leasing, Inc.	Broker Franchise	July 31, 1967
Donald Wallence	Assoc. Broker	July 31, 1967
Eugene Novy	Broker Franchise	July 31, 1967
Alfred John Lees	Broker Franchise	August 22, 1967
Ernest J. Turco	Master Area Dist.	August 28, 1967
William A. Hetrick	Broker Franchise	August 28, 1967
Paul D. Dietrick	Broker Franchise	September 26, 1967
Robert P. Meyer	Broker Franchise	September 26, 1967
Donald K. Kurtz	Broker Franchise	September 26, 1967
Donald A. Bolling Dale Strimple Gary Kuhaneck Gen. Auto Sales	Master Area Dist.	October 6, 1967
Alfred H. Moore Al Moore Auto Consumer Service	Broker Franchise	October 9, 1967
Billy Bernard Britt (William) LaGrange Insurance Co.	Master Area Dist.	October 12, 1967
Waymond Arnold Mills Custom Craft Auto Broker	Broker Franchise	October 31, 1967
Francis X. Reagan	Broker	November 1967
George Contos	Broker	November 1967

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Name	Agreement	Date
Richard A. Shackleton	Broker Franchise	November 6, 1967
Claude Flanagan, Pres. [Automobile Brokers, Inc.]	Master Area	November 9, 1967
Bruce Swanson Swanson Auto Sales, Inc. 40	Dist. Broker	November 17, 1967
Arthur Lee	Broker Franchise	February 12, 1968
Joseph S. Sleeman	Broker Franchise	February 23, 1968
Peter J. Cucci John Dougal	Broker Franchise	February 23, 1968
James Bradwell	Assoc. Broker	May 6, 1968
Jack N. Piper	Broker Franchise	May 20, 1968
Robert S. McLeod	Broker Franchise	June 1968
Herbert A. Bly	Master Area Dist.	July 3, 1968
Willard Thompson	Broker Franchise	July 3, 1968
Karl O. Armbuster	Broker Franchise	July 23, 1968
R. A. Mueller Paul T. Bath Nabcor of Southern Ohio, 10 Inc.	Master Dist.	November 26, 1968
Robert F. Wuest Auto Warehouse	Area Dist.	January 21, 1969
William Gregorio	Area Dist.	February 21, 1969
Warren Atchison	Area Dist.	February 21, 1969
James C. Gwynn	Area Dist.	February 21, 1969
Badie Bodiya	Area Dist.	March 18, 1969
Ann Grace Pasquin	Area Dist.	April 2, 1969
Francis H. Covello	Area Dist.	April 15, 1969
Ronald H. Vermilyea	Area Dist.	April 15, 1969
Edward Purdy	Area Dist.	April 15, 1969
Robert B. Heim	Area Dist.	April 18, 1969
Peter J. McElroy	Master Dist.	May 5, 1969
John P. Poth, Pres. Penn Delaware Motors, Inc.	Master Dist.	June 2, 1969
James A. DeMaio Auto Enterprises, Inc.	Area Dist.	July 7, 1969
Nicholas J. Sipa [Nabcor of Northern Chester City, Inc.	Master-Area Dist.	September 19, 1969

Name	Agreement	Date
A.D. Wilson Nabcor-Delaware Auto Broker, Inc.	Area Dist.	September 19, 1969
Peter J. Castellucci	Master-Area Dist.	September 29, 1969
Richard B. Mesirov	Area Dist.	October 7, 1969
Gerald S. Gerson	Area Dist.	October 17, 1969
[Peter J. McElroy-Master Dist.] Edward J. Blusiewicz	Master-Area	November 25, 1969
9 — Alfred X. Napoles Alexander Napoles	Broker Franchise	February 20, 1970
Robert N. Blackwood [Blackwood Auto Agency, Inc.]	Area Dist.	March 13, 1970
Rudy O. Eckardt Dorothy M. Eckardt Dore Enterprises	Area Dist.	March 31, 1970
Canio Sileo James A. De Meo Patsey J. Lombardi Nabcor of North Jersey	Master Class I	April 11, 1970
Jerry K. Ward/ Oakes M. Hayden [Education Service Associates]	Broker	April 15, 1970
Rudy O. Eckhardt Dorothy M. Eckardt (Dore Enterprises)	Master Class II	June 17, 1970
Raymond J. Glines Cars Director of Nabcor East	Area Dist.	July 23, 1970
Alexander Park Park Auto Sales	Broker	September 4, 1970
Alfred J. Young, Sr.	Broker Franchise	September 4, 1970
Alfred F. Schiess	Broker	September 20, 1970
Wayne Linkes	Master Class II	October 11, 1970
Jay R. Arcus Wm. J. Morrisey Arcos & Morrisey Esso	Broker	October 15, 1970
Albert Schroeder Bert's Arco	Broker	October 21, 1970
Hugh Lavery [Lavery & Son]	Broker	October 26, 1970
George & Robert Selb	Broker	October 27, 1970

Name	Agreement	Date
Gustar Ibarguen	Broker	October 27, 1970
Don A. Bennett	Broker	November 3, 1970
Harold H. Flad	Broker	November 11, 1970
Joseph R. Bari	Broker	November 12, 1970
Roy M. Bacon	Broker	November 14, 1970
Earl Rodenberger	Broker	November 16, 1970
Gerald E. Hansford	Broker	November 17, 1970
Frank Musser	Broker	November 18, 1970
Carl H. LeFeber LeFever's Auto Sales & Service	Broker	November 24, 1970
Larry Gular	Broker	December 3, 1970
Robert R. Barnett (Robt. Barnetts Gulf Service)	Broker	December 4, 1970
Stanley J. Miller	Broker	December 8, 1970
Gerald K. Miller	Broker	December 10, 1970
James W. Kellett	Broker	December 12, 1970
Charles Aukerman, Jr. Chuck's Mobile Service	Broker	December 20 1970
31 Murray Seaman [Pavilion Auto Brokers]	Broker	December 22, 1970
G. Richard DeNolf Harleysville Mobil	Broker	January 1971
Karl H. Nake Brandywine Esso Service Center	Broker	January 4, 1971
Richard Simpson	Broker	January 5, 1971
William Nash Kash Kard	Master Class II	January 8, 1971
James J. Kelly	Broker	January 25, 1971
Scott Roseboro Americus Fullard (prop)	Broker	February 4, 1971
Anthony T. Battalia Tony's Auto Body Works	Broker	February 21, 1971
Louis Essag Factory Rug Co.	Broker	February 22, 1971
William Antonoff	Broker	February 26, 1971

Name	Agreement	Date
Jesus Rodriguez	Broker	February 28, 1971
Albert G. Capri	Broker	March 4, 1971
Ernest M. Turco Nabcor of East N.Y., Inc.	Master Broker	March 9, 1971
Richard J. Lustig	Broker	May 4, 1971
Robert Raymond Young Nat'l Auto Broker Corp.	Broker	September 21, 1971
Walter Chepurney	Broker	September 29, 1971
Barbara & William Banks	Broker	October 5, 1971
Leonard Harold Prince	Broker	October 8, 1971
Joseph M. Rodgers, Jr. Joseph M. Rodgers, Inc.	Broker	October 26, 1971
Allan F. McGuirk, Jr.	Broker	November 21, 1971

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Ex. Y-5 - In evidence at trial.

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CHRYSLER MOTORS CORPORATION
Guaranteed Value Plan

QUALIFIED LEASING COMPANY APPLICATION FORM

Applicant: NABCOR, INC.
(Name)

Address: 101 Benson Manor Township Line & Old York Rd., Jenkintown, Pa.
(Street Address) (City) (State)

Type of Legal Entity: Corporation
(Individual) (Partnership) (Corporation)

State of Incorporation (If Applicable): Pennsylvania

Names and Titles of Principal Officers or Partners:

Name	Title
Frank Maiorana	President
Anthony Maiorana	Secretary & Treasurer

Name and Address of Party Who Should Receive Any Notices Regarding Plan.

Frank Maiorana
101 Benson Manor
Township Line & Old York Rd.
Jenkintown, Pa.

Number of Cars of All Makes That Applicant Operates in Bona Fide Leasing and Rental Service 250

(Please list names and addresses of any subsidiaries or licensees to be included in this application on a separate sheet or sheets of paper and attach such sheet(s) to this application.)

APPLICATION SUPPLIED BY:

Ernie Brown & Sons
(Dealer Name)

Hatboro, Pa.
(City) (State)

NOTE: MUST BE FILLED IN

Qualified Leasing or Rental Company Retains Duplicate.

NABCOR, INC.
(Applicant—Firm Name)

By

President
(Title)

②

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OX Y-5

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Ex. Z-5 - In evidence at trial.

an automobile consumer service

the Nabcor System

INTRODUCTION

Nabcor, Inc. is a national organization dedicated to fulfilling an urgent and growing need in America's number one industry — automobiles. The Nabcor Auto Consumer Service fulfills the need for a personalized service which enables the American consumer to purchase any make of new car at substantial savings and to obtain every variety of service and courtesy through a single center. This comprehensive consumer service is carried out without the huge overhead of the typical automobile agency. Nabcor, Inc., the originator of the "Auto Consumer Service" in America, has successfully developed a network of area distributors and brokers that offer and establish a personal relationship between themselves and the customer. Because of low operating costs, the Nabcor Broker can operate economically, whereas a small automobile agency cannot.

The Nabcor System is not only welcomed by a majority of the rapidly growing auto buying public, but by the manufacturers as well, since it results in greater sales as a result of the Nabcor Broker's personal contact and service. It is being received with eagerness and enthusiasm by an ever increasing number of businessmen who find that a Nabcor Franchise enables them to own and operate an enterprise of their own which brings in the kind of profits they have only dreamed about. The following statement sums up the general consensus of the "Auto Consumer Service".

> "Since our meeting yesterday I have been giving a lot of thought to the Automobile Business and the more I thought about it the more enthused and excited I became. I feel that I could far surpass your minimum production projections from the very beginning and would appreciate the opportunity. I would sincerely appreciate any consideration you can give me in relation to this opportunity."
>
> *Signed, James W. Reilly.*

DOES IT REQUIRE SPECIALIZED KNOWLEDGE?

No. The Nabcor System is simplicity itself. A dealer who handles only one make new car, must have information at his fingertips not only about his own product, but also about the cars of all his competitors. The Nabcor System, however, recognizes that this specialized knowledge is no longer necessary. With millions of dollars being spent by each manufacturer for advertising every year, it has been established that 80% of all new car buyers are pre-sold, and know the exact car they want to purchase right down to the color and equipment. For this reason, the Nabcor Broker can handle all makes and models without making a special study of the pros and cons of each of them. His only question is, "What car do you want?" When he gets the answer, he can concentrate on all of the other services he offers — services that bring maximum customer satisfaction and maximum profits to himself.

WHY DOES THIS NEW SERVICE WORK SO WELL?

The reason the Nabcor System is expanding so rapidly is that it enables the customer to purchase any car he desires with a minimum of trouble to himself — at substantial savings to himself — and all from his Nabcor Broker. He can purchase at the lowest possible cost because of large volume and low overhead — he can purchase any make or model with full factory warranty and without changing dealers each time he purchases a different automobile — his "trade-in" car will command the highest price because of access to all automobile markets — his interest rates are the lowest available, his insurance is procured at maximum possible savings to himself and it can all become, where applicable, part of the entire contract.

The following statements by Nabcor customers sum up the reasons for the success of Nabcor Franchisees:

"I got an honest evaluation on all makes of cars before I selected one. The Nabcor Broker saved me $500 for the year on other services and accessories after we bought mine and my wife's car."

Signed, R. Savacchio

"I would like to take this opportunity to thank you for introducing me to the Nabcor System. My new Chevy II was delivered to me in perfect condition. I highly recommend Nabcor when buying a new car."

Signed, William D. Bobb

"My family and I are very pleased with our new Buick, and may I say never before have I had such a pleasant business experience as I have had with Nabcor. Needless to say, I shall not hesitate to recommend your Company to all my friends."

Signed, Art Primavera

THE MARKET AND THE PROFITS

The Market for the Nabcor Broker is practically limitless. Every adult, male or female, age 16 or over, is his prospect. The Nabcor Broker is assured of a protected territory and he will find that his customers will return time and again for two reasons:

1) The convenience and courtesy they enjoy through the Nabcor System.

2) The savings they enjoy through the Nabcor System.

These customers represent a very substantial income. A complete breakdown of profits, based on the experience of ten operating brokers, is available. The following is a summary of the impressive results to be achieved.

A monthly gross income of $5,000 with $445 maximum expense. A monthly net income of $4,555 and a first year total net income of $54,660 before taxes. Vast increases can be expected as the years go by and the business is developed to new and higher plateaus.

A COMPLETE PACKAGE

The Nabcor System leaves nothing to chance. Nabcor sets each broker up in a profitable and prestigious business from A to Z. Nabcor furnishes the plan, the product, the equipment, the necessary materials, and all the training and support needed to get started, to insure a prosperous future in the largest business in the world — the Automobile Business. Nabcor also provides continual guidance, support, and consultation in every phase of the Automobile Business. Local T. V., Radio, and newspaper materials are also provided along with planned national advertising. The Nabcor Brokers exclusive territory is based on population and automobile registrations. A required performance deposit of $7,500 is completely refundable by the Company. There is no franchise fee required.

For More Information Write or Call:

NABCOR INC.
101 Benson Manor
Jenkintown, Pa. 19046
Telephone 215-885-2075

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rec'd.

Exhibit No. 5

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Ex. B-6 - In evidence at trial.

DX B6

Exhibit No. 6

NABCOR AREA DISTRIBUTOR

THE NABCOR SYSTEM

AN AUTO BROKERAGE SERVICE

[illegible] and

[illegible] plan

AREA DISTRIBUTOR PROFIT PROJECTION

BASED ON 10 OPERATING BROKERS

MONTHLY PROFIT

$2500.00

AREA DISTRIBUTOR UNIT OVERRIDE

BASED ON $150.00 BROKERAGE FEE LESS $100.00 COMMISSION TO BROKER

5	NEW CAR PUCHASES PER MONTH PER BROKER
X 10	OPERATING BROKERS
50	TOTAL NEW CAR PURCHASES MONTHLY
X 50.00	AREA DISTRIBUTOR OVERRIDE PER UNIT
$2,500.00	MONTHLY NEW CAR PROFIT (UNIT-OVERRIDE)

$825.00

FINANCE OVERRIDES

BASED ON ¾ of 1% PER YEAR OF AVERAGE $5000.00 - 3 YEAR FINANCE CONTRACT

50	TOTAL NEW CAR PURCHASES MONTHLY
X 60%	AVERAGE NUMBER FINANCED
30	FINANCE CONTRACTS PER MONTH
X 27.50	PER CONTRACT. (37.50 MINUS 10.00 COMMISSION TO BROKER = 27.50)
825.00	FINANCE PROFIT PER MONTH (OVERRIDE)

$750.00

INSURANCE OVERRIDES

BASED ON 10% of AVERAGE $400.00 - 2 YEAR POLICY

50	TOTAL NEW CAR PURCHASES MONTHLY
X 50%	AVERAGE NUMBER INSURED
25	INSURANCE CONTRACTS MONTHLY
X $30.00	PER CONTRACT (40.00 MINUS 10.00 COMMISSION TO BROKER)
$750.00	INSURANCE PROFIT PER MONTH (OVERRIDE)

$4075.00 *MONTHLY GROSS INCOME*

ANALYSIS

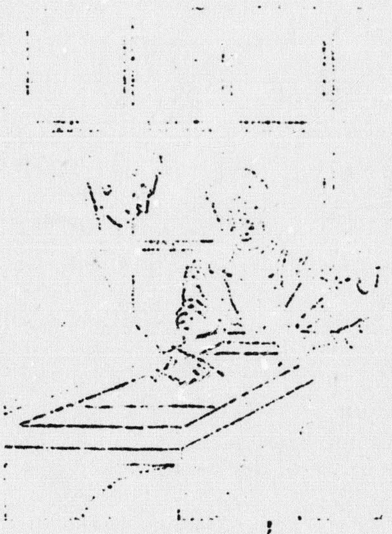
$2,500.00	AREA DISTRIBUTOR UNIT OVER
$825.00	FINANCE OVERRIDES
$750.00	INSURANCE OVERRIDES
$4,075.00	*MONTHLY GROSS INCOME*
- $445.00	MAXIMUM MONTHLY EXPENSE
= $3,635.00	MONTHLY NET INCOME AFTER 2nd MONTH
X 12	MONTHS
$43,620.00	*1st YEAR'S PROF* MINIMUM BASED ON PHASE 1 of AREA DISTRIBUTOR DEVELOPMENT PROG

NABCOR, INC.
101 Benson Manor
Township Line & Old York Road
Jenkintown, Pa.
215-[illegible]

BEST COPY AVAILABLE

H-10

the
nabcor
system



NABCO [illegible]
101 BENSON [illegible]
JENKINTOWN, PA. 19046

an automobile consumer service

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p. 1

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Defs' Exh. D
p. 2

[illegible] Marketing
And [illegible]
Manual

NASCOR, INC.
JENKINTOWN, PA.
1969

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Chamber of Commerce Presentation for Leads......... 3
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Defs' Exh. D6 p.4

TO AUTOMOTIVE AGENTS AND NABCOR MASTER BROKERS

On the following pages you will find a sample presentation outlining all of the advantages of the Nabcor System and various methods by which you would obtain qualified prospects, and short presentations that you could use in order to obtain these qualified prospects. In addition to this, we have outlined various other methods to obtain leads for prospective brokers such as the various business people who might be interested in the Nabcor System.

The easiest way to get prospects is to advertise for men interested in handling new cars on a part-time basis. Interview these men and select the best men based on their appearance, aggressiveness, and command of the English language. The following is a sample interview from which you can get ideas. It is designed to help you select the proper man and also to sell the man on the Nabcor program so that he may do a better job of finding new car buyers. We also have included a list of various business establishments that have, in the past, proven to be good potential auto brokers or lead getters for your business.

For the purposes of this Marketing and Administrative Training Manual, the term Master Broker is used.

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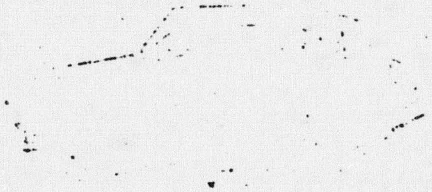
POTENTIAL PROSPECTS

Any reputable man in a business that deals with the public is a good potential broker. Your territory contains many such businessmen. They are just waiting for you to direct them into this highly profitable opportunity:

1. Automobile Insurance Brokers
2. Mobile Home Centers
3. Accountants
4. Realtors
5. Lawyers
6. Service Stations
7. Well Established Body and Fender Shops
8. Tune Up Specialists
9. Transmission Repair Shops — Franchised and Independent
10. Driving Schools
11. Motorcycle Dealerships



CHAMBER OF COMMERCE PRESENTATION FOR LEADS

"Hello, Mr. Jones. My name is Mr. Smith. I represent Nabcor, Inc. Nabcor is a national company in the automobile brokerage business and is now operating in sixteen states and expanding quite rapidly. (Dun and Bradstreet could help explain.)

Nabcor is about to establish an automobile broker in this area. The purpose is to contact some of your best men, who have ambition and promise, so that Nabcor may consider them for such a business."

Defs.' Exh. 'D'
p. 5

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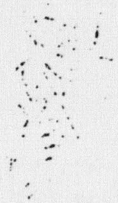
BANK PRESENTATION FOR LEADS

Visit all the banks in the area for which a broker is being sought. When visiting a bank, you will talk to an officer.

"Hello, Mr. Jones. My name is Mr. Smith. I represent Nabcor, Inc. Nabcor is a national company in the automobile brokerage business and is now operating in sixteen states and expanding rapidly. Nabcor will establish an automobile broker in this area. My purpose is to locate someone in the community, a businessman perhaps, who is aggressive, ambitious, honest, and reliable.

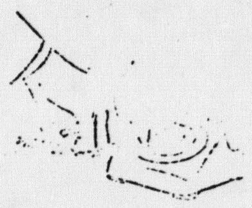


Mr. Doe, of the Chamber of Commerce, recommended your name as a person well-versed in community affairs, and one who could assist me. If you know of anyone who might meet the qualifications for this opportunity, your help would not only be appreciated, but it is quite possible you may introduce someone to the 'opportunity of a lifetime' and at the same time, bring to the community a new business and a future [illegible]. The money generated by such a business would create business for the banks and others in the community."

TELEPHONE PRESENTATION FOR APPOINTMENT

Def's' Exh. D
p. 6

"Mr. Jones? How are you, sir? My name is Smith, Mr. Bill Smith. I am the Nabcor Master Broker in this area. Nabcor is a national company in the automobile brokerage business and has a nationwide network of automobile brokers. In this area, you were one of the people recommended to us by Mr. Doe of the County Bank and Trust Company as an honest and aggressive person who could qualify for this opportunity.



Mr. Jones, I would like to discuss this opportunity further with you in a personal interview in order to determine whether you would meet the necessary requirements."

Make appointment.

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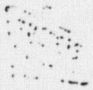
p. 7

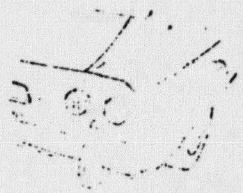
SAMPLE PRESENTATION - ONE

"How do you do, Mr. Prospective Broker. My name is Mr. X, and I am the Nabcor Master Broker (or Marketing Representative). First of all, before we start, I would like to have you fill out this information sheet regarding some of the things we have to know about you, and also this non-disclosure form. The non-disclosure form is a company requirement and necessary by the many individuals who would come merely to find out more about our system — competitors, curiosity seekers, etc. There are many things that I will tell you that are of a highly confidential nature, and the company wants to feel sure that you are not here just to learn of the many secrets of the Nabcor system; so if you please, sign the non-disclosure form, which only commits you not to divulge any of this information to anyone who may be attempting to go into competition with the company. Take your time. If there is anything I can help you with, just ask."



After he completes the forms, review application and determine whether he is the man you want. If he is, continue.

"As I explained to you before, I represent the Nabcor system. My purpose here today is to discuss the Nabcor system with you, to explain all of the advantages, and to determine whether or not you qualify for our program. Understand, we are not selling anything, and you cannot buy anything here. The main purpose today is to discuss the Nabcor program and get acquainted. My purpose is to select those individuals who could become brokers under the Nabcor System. I am sure you are interested in finding out what this opportunity is all about. I would like to explain it to you and bring out all of the pertinent facts so that you can evaluate the program in an intelligent manner and decide whether this program is for you.



At the same time I shall try to determine whether you qualify for the program. I will try to bring out all of the facts so that no questions will be necessary. I would appreciate your holding any questions until the end of this interview. First, I would like to ask you a few questions to help me determine whether or not you would qualify as a Nabcor broker."

At this point, we must determine whether Mr. Prospective Broker:

1. Has ever been in business
2. Is an aggressive individual
3. Has a liking for automobiles
4. Thinks he will enjoy dealing in automobiles
5. Is the type of individual who would fear an item that could cost three or four thousand dollars
6. Is the type of person who is easily frustrated or demoralized

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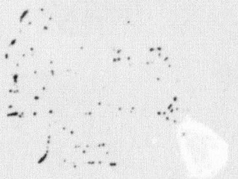
7. Is the type of person who learns from his mistakes, and puts forth additional effort to overcome these mistakes
8. Has any other characteristics you may wish to question to determine whether or not this individual would be acceptable

"These are some of the things I have to know, Mr. Prospective Dealer, in order to evaluate whether you are the type of individual who is suited for this type of business.



The automobile business! A business that is the largest in the world and accounts for approximately 20% of our gross national product, or $[illegible]-billion. It's big business, and the profit potentials are enormous. Nabcor is looking for people who think big! Before I start, I would like to point out that anything stated during this interview can be proven through more than [illegible] years of experience in a successful operation.

Now let me introduce you to some pertinent facts about the automobile business. I am sure you know a great deal about it, but there are some facts, I am sure, that would come as a surprise to you. As I pointed out before, the automobile business is the largest business in the world. It accounts for 20% of our gross national product. In the United States alone, approximately 10,000,000 new vehicles and an additional 15,000,000 used cars are sold each year, making a grand total of 25,000,000 vehicles sold each year, or 25,000,000 car sales. We haven't touched on truck sales.

As you can see, this is a highly lucrative business. It has a very high profit potential in addition to the fact that automobiles are presold by the manufacturer and the need and desire for cars exists without any effort on your part. This is what makes it such a desirable business. Every man, woman, and child from 16 to 60 is a potential buyer. In this business you can afford to lose a few sales, because the very next person you meet is another potential buyer. Under the Nabcor system, you are able to handle all makes and all models, and every one of these potential automobile buyers could be your customer. Sounds good? Well, it is good! But how do you go about getting into the automobile business? For the 60 years prior to the advent of the Nabcor system, the only way to get into the automobile business was to get a franchise from a manufacturer and to handle only one make of car. In order to get a franchise from a manufacturer, first it was necessary to approach a manufacturer such as General Motors, Ford, or Chrysler. The would-be dealer then had to go to one of the divisions such as Chevrolet, Ford, or Plymouth and make application. Either he would have to have twenty years of experience in a business and quite a bit of money, or an awful lot of money and a partner who was an experienced automobile man and acceptable to the manufacturer. Then the manufacturer insisted that he put up a very large facility and staff the facility with men and equipment and create a monthly expense structure.

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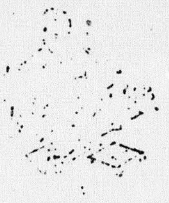
Defs' Exh. 96

p.9

This was prior to the advent of the Nabcor system. There was no other way to get into the automobile business. Others have attempted it over the years, but they have always been stifled by local dealer groups, and the manufacturers, who prevented them from getting cars. This was the situation until 1960. At that time, a discount house in California in an arrangement with some Chevrolet dealers, purchased cars from these dealers and sold them as a part of a large shopping center type operation. Dealers in the area complained to General Motors. General Motors then went to these Chevrolet dealers who were selling new cars to this discount house and, with their cooperation, stopped the sale of new cars to discount houses. Naturally, this resulted in a lawsuit. The Justice Department was notified. They took action against General Motors under the anti-trust laws. This case went through various local and federal courts, and finally to the Supreme Court. On April 28, 1966, the Supreme Court ruled that General Motors was in violation of the anti-trust laws, and found them guilty of a criminal conspiracy in restraint of trade, thereby establishing that neither manufacturer, dealer, nor any group can conspire to keep any individual from selling new cars.

In 1965, the Board of Directors of Nabcor, Incorporated, and people who, collectively, have over 400 years of automobile business experience, in anticipating this Supreme Court decision, spent eight months and much money in formulating the Nabcor concept, which is basically: The Nabcor concept allows an individual like you to go into the automobile business handling all makes and models of new cars as an automobile broker. Many things were taken into consideration in order that an individual like you could actually deliver a new automobile to a customer and make a profit by so doing. Motor vehicle laws had to be taken into consideration, so that an individual could register the automobile in his state as a new car, not as a used car. Since this was a new concept, many legal forms had to be drawn up, forms that are necessary to purchase a new automobile under the Nabcor concept. A training program had to be developed so that an individual like you, with no knowledge whatsoever of the automobile business, could actually sell all makes and all models of new cars.



Simplified bookkeeping methods had to be devised by the Nabcor system, and a customer contact program had to be formulated. This program could not involve expensive advertising and is based on the fact that the broker handles all makes and all models. Since every adult is a potential new car buyer, the customer contact program is simple and inexpensive. The fact is that people do not have to be sold on a new car. People have

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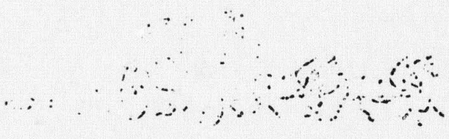
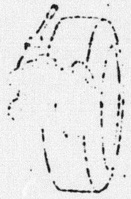
faith in the "manufacturers," "the technology of the manufacturers," and "their ability to make a good automobile." The public's only concern is to determine from whom to buy the car.

Last, but not least, the Nabcor people had to take service into consideration. After investigating the service policies of all the manufacturers, and the history of the automobile business as it evolved in the post-war years, Nabcor discovered that many large companies had begun to send salesmen to various parts of the country, thereby making it necessary for them to drive long distances. Leasing companies were formed at this time; they bought their fleets from dealers. They leased to customers up to 100-200 miles from their main office. These leased cars had breakdowns in various parts of the country, far away from the dealer from whom they had been purchased. Thereby the manufacturers had many problems. As a result of this, the warranties were changed. The warranties went from 90 days or 1,000 miles to the present guarantee, which is for 5 years or 50,000 miles. Originally you had to take the car back to the selling dealer. Presently, every manufacturer's warranty states specifically that no matter where you purchase your car, you can take it into any dealership representing that car, in the United States or Canada. The manufacturer pays full retail value to the dealer for any service. Taking these facts into consideration, the Nabcor people determined that the warranty is a commitment by the manufacturer to the general public. As an inducement to the public to buy their cars, the manufacturers give separate franchises to all their dealers to do warranty work, which the factories pay for. Therefore, the Nabcor people realized that warranty was no problem, nor was it an obstacle in the path of the Nabcor concept. They also took into consideration the fact that leasing companies have proven in the past that you don't need a large stock of automobiles to show. Most people know exactly what they want to buy, right down to model, color, and equipment. Most people who buy a new car today would rather order their new car, not one that may have been in the dealer's stock for over six months. They may feel that the car, and justifiably so, might possibly have been driven by the salesmen or managers and have many, many miles on it. The Nabcor people decided that a new car stock is actually a detriment rather than an advantage, and that the public would rather order the car than be forced into purchasing a car from stock in order to relieve that particular dealer of an overstocked condition. Taking all of these facts into consideration, the Nabcor people devised the method whereby an individual can handle all makes and all models of new cars, have all the advantages and profit potentials of a new car dealer, but have none of the disadvantages and crushing expense structures of these burdensome and unnecessary facilities. At this point you may be wondering — what





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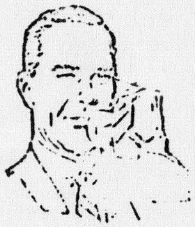
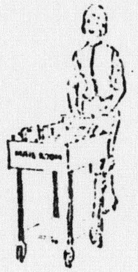
does the Nabcor system do for me? The Nabcor system makes it possible for you to participate in a prestigious and dignified business — a highly profitable business at absolutely no cost to you other than some materials that are necessary for you to deliver cars and earn big profits, a business that would in most cases necessitate investments upwards to half a million dollars. It is a system that, based on a Supreme Court decision, enables you to handle automobiles as an automobile broker — in the same manner that an insurance broker sells all types of insurance policies, and a stock broker sells the stock of all the corporations in the country. The only facility necessary is an office — well appointed — where you can bring your customers to handle their automobile purchases. It is a system that gives you a large potential profit each year, supplies you with everything from training and customer contact programs to the very forms necessary for you to complete that purchase. The only thing you supply is the initiative. You will see this, Mr. Prospective Broker, in the profit projections that we will give you after this interview to take home with you.

In the first section of the profit projections, we will touch lightly on the customer contact program. This program will be dealt with in much greater detail in the training program that you will be exposed to as a Nabcor broker. This is a very simple customer contact program that has been proven over the years by the manufacturers themselves. This program is given to the average salesman, and followed by all successful automobile salesmen. It requires very little work as you will see from this example: Five direct contacts mean only this — that you will speak to five friends, acquaintances, or people that you come in contact with during any given day. You explain to them that you are a Nabcor broker, and you handle all makes of new cars. Ask if they would give you the opportunity of selling them a new automobile. That's all there is to that particular part of it. You handle the ten telephone conversations as you do your direct contacts. Nabcor will show you in this training program how to select the names of the people you will call. Fifteen mail contacts are handled in this manner — you select appropriate mailing pieces and brochures supplied to you by Nabcor (you are told how to use them in the training program) and mail these to people in your area. The next item, twenty indirect contacts, sounds complicated, but it is really very simple. This only means that you will hand your business cards, supplied to you by Nabcor, to twenty people whom you may come in contact with during the day. These people may be people with whom you work or others. In fact, your family could do this for you. As I explained before, this will be dealt with in much greater detail in your twelve-lesson Nabcor training program, along with many other forms of effective customer contact, should you become





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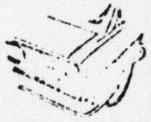
a Nabcor broker. This will require, at the most, two hours of work per day, and can generally be handled in the evenings and on weekends.

Mr. Prospective Broker, this proven method alone, when followed properly, will produce one new car sale per day, or 25 sales per month, based on 25 working days per month, which excludes Sundays and holidays.

Most salesmen will follow the line of least resistance (as you have most likely noticed in most showrooms, salesmen don't look like they're working very hard). Nabcor brokers, since they handle all makes and all models, will most likely also follow the line of least resistance, and wait for the customers to come to them. The lowest possible average for a new car salesman selling only one make of new car, is approximately 12 to 14 cars per month. Any less than this, that salesman is fired. A Nabcor broker, handling all makes and all models, should do better. Nabcor has established a very low broker objective, which should be exceeded by every broker."

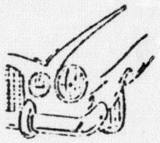
At this point, discuss the main portion of this profit projection, which is the first year profit projection based on one car per week.

"Now, Mr. Prospective Broker, your next thought would probably be, 'Yes, I like the automobile business. It certainly sounds like a good business, and I feel sure I can sell cars, but what would joining the Nabcor system cost me; and what would be expected of me?'



To answer your first question, Mr. Prospective Broker, the Nabcor system costs you virtually nothing. There is an outlay for materials. These consist of a sign, all of the brochures needed for your customer contact program, all of the forms necessary to complete an automobile purchase, your basic bookkeeping forms, a set of price books that include the cost and retail price of every make and model, your purchase agreements, and a thorough training program. This includes assistance in setting up the area. You as a Master Broker must purchase 10 packages of materials, plus your own, and your yearly licence fee.

Since Nabcor invests a great deal in each Master Broker, the only way that Nabcor makes a profit is if each Master Broker is successful. Thus Nabcor wants to be assured that we are dealing with people who are really interested.



The second part of your question was, 'What would be expected of me?' The only thing Nabcor expects of its brokers is that they put forth the necessary effort, follow the company's customer contact programs, and maintain an office satisfactory to Nabcor. The company is so flexible that it even allows a broker to maintain an office in his own home (as long as it is presentable) in the same manner that stockbrokers or insurance brokers maintain offices in their homes. On the other hand, if you should have other facilities that are more suitable, so much the better. Nabcor supplies the new cars obtained from the manufacturers through their fleet

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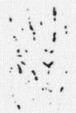
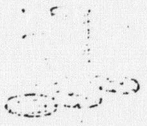
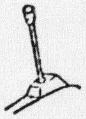
system in the same manner that Hertz and Avis and many other large corporations obtain their cars at wholesale. These cars then are supplied to you at the wholesale price, which is dealer invoice from the factory plus the get-ready charge ranging from $75 to $100 (according to the size of the car) except on Cadillac. This figure includes Nabcor's profit. Because of the large volume of cars purchased, Nabcor can maintain its fee to a very low cost per car figure, which does not raise the price to you beyond what is actually dealer cost. This is the advantage of being associated with a large national organization — lower cost per unit.



Let me explain how a dealer arrives at his cost before making a profit. Dealer cost is considered to be the dealer invoice from the manufacturer, the dealer's cost of get-ready, which is the same get-ready cost that we pay, plus his floor plan interest. As we mentioned before, the dealer must stock cars (which certainly is not an advantage to him) and he must pay an interest charge on these cars, because he borrows the money. No dealer has enough money to pay for his cars himself. These floor plan charges, as they are called in the automobile industry, amount to one-half of one percent per month. Using an aver- $3,000 (invoice) automobile as an example, one-half of one percent per month would amount to $15 per month. Since the average life of an automobile in a dealer's stock is two months, this would add $30 to the cost of the car (an expense which you don't have). In addition to this floor plan interest, there is an additional cost of $25 per unit which consists of theft, pilferage, and incidental damage to new cars during the 60-day storage period. A dealer's insurance insures him only for $100 deductible on fire and theft, and collision on new automobiles. Stolen tires, batteries, hubcaps, and incidental damage to new cars must be included in a dealer's cost per vehicle. A $25 cost per car is added on an average basis. Adding these figures together, we arrive at a get-ready cost of $40 per car of this type that the dealer must incur. To this must be added $30 in floor plan interest (which brings the amount to $70) and the $25 cost for pilferage and incidental damage. This totals $95 over the invoice price from the manufacturer. The Nabcor broker pays the invoice from the manufacturer plus $75 to $100, which is the cost to Nabcor. Comparing this with the dealer's cost of invoice plus $95, you can see that your cost is comparable to the cost that the new car franchised dealer incurs. But, to this cost the new car dealer must add approximately $400 per unit which represents overhead, employees, lights, phone, and the myriad of other expenses that are associated with a new car dealership.





The Nabcor broker does not have this expense. This is his advantage. He can save his customer more money than the new car dealer and still make a greater profit. The Nabcor broker only adds a small brokerage fee.

This brings us to our next question — used cars. Since the new car dealer has this expense structure built in, most of the profits made on a new car are used up by expenses.

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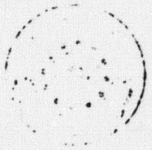
In order to make additional profits, the new car dealer must retail his used cars. This is not necessary for a Nabcor broker. Without having a $400 expense structure associated with each automobile, the Nabcor broker can afford to wholesale his used cars and still make much more than the dealer does. In the training program, Nabcor outlines the method of wholesaling. Because the new car dealer holds a used car trade-in for 30 days, in order to retail it, he must take into consideration that at the end of 30 days it may be worth less than the original wholesale figure that he put on that particular trade-in. Therefore, all new car dealers, or their managers, will price a used car trade-in at $100 under the actual wholesale market price. So, if the Nabcor broker follows the points outlined in the Nabcor training program, he will be able to give his customer more on his used car or pick up that additional $100 on each used car trade-in at wholesale. In this manner, the Nabcor system protects the Nabcor broker against used car depreciation."



At this point, bring the interview to a conclusion and set up for a second interview.

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SAMPLE PRESENTATION - TWO

In our second presentation we will answer the questions that the Prospective Broker has and attempt to satisfy him and eliminate any doubts he may have in his mind pertaining to our system.

After greeting the Prospective Broker at the time of your second appointment, you would then go into your question and answer session. An example would be:

"Mr. Prospective Broker, I imagine you've discussed this with some of your friends, your wife, and advisors whom you may have chosen. At this point, you may have some questions, and I would like to get those questions cleared up before we go any further."

(Following are the questions he may ask.)

Question 1: Who will service the car?

"Mr. Prospective Broker, any dealer of that particular manufacturer. For example, if it is a Chevrolet, any Chevrolet dealer in United States or Canada must service that car, because the manufacturer, in the warranty that accompanies each automobile, states that the car can be serviced at any dealer in the United States and Canada; and the manufacturer pays in full for the service. You see, Mr. Prospective Broker, every dealer has three franchises — a franchise to sell cars, a franchise to sell parts, and a

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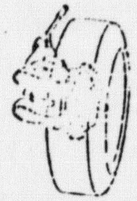
franchise to sell service. They get paid in full from the manufacturer for this service — in the same manner that you would pay the dealer with your own check for any service you may have done in a dealership. Dealers are always glad to get that business. There is no problem with service." (Point out that leasing companies operate cars all over the United States, and cannot bring them back to the selling dealer. They do not have problems with service, and neither do we.)

Question 2: How do we dispose of used cars?

"Mr. Prospective Broker, as we explained to you in our first meeting, used car dealers are very anxious to buy used cars from new car dealers or brokers, because this is the only way they can get used cars. When you are negotiating for a new car purchase, the used car would then be priced at wholesale. In its very thorough training program, Nabcor will show you how to do this. You would then contact several used car dealers in your area. They would give you a price on the car to be traded. This is the price you would use when trading this car. At the time you deliver the new car, the used car dealer would give you a check for the trade-in, and that would eliminate the used automobile and turn the whole thing into a cash transaction. In the training program, Nabcor will go into greater detail on this and other methods of used car disposal and will assist you in every way."

Question 3: Won't the dealers try to stop us?

Mr. Prospective Broker, I am sure that the local dealers won't welcome you as a competitor, but that is the reason and the advantage of joining a national system. Nabcor, through



its contacts nationally, can get you automobiles at all times, and local dealers could never stop you. Should they try to harass you, this would be in direct violation of the Supreme Court decision, and they would not dare attempt this. They could be tried by the Government for a criminal conspiracy to restrain trade. In our fourth year of operation, Nabcor has experienced no difficulty in supplying its brokers with automobiles, nor does it anticipate any difficulty in the future, so there is no reason to worry about that particular point."

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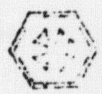
Question 4: Does the company have to do national advertising?



"Mr. Prospective Broker, national advertising is done by the company in the same manner that the automobile manufacturers do their national advertising, and it is on a participation basis. Since the entire concept is based on low overhead, the company does not see at this time how it would be advantageous to charge the broker on a per unit basis for national advertising that is not really necessary. Nabcor has a complete customer contact program that is extremely effective for you as the broker, since you sell all makes and all models of automobiles. The company has many plans for national advertising and other programs of this type and will use them when the brokers indicate that they want them. So far, they like the programs used presently by the company.

Question 5: Where will I get the cars?

"From your Master Broker."

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Question 6: How do my prices compare with the dealers?

"Mr. Prospective Broker, due to the large volume of purchasing done by Nabcor, Nabcor gets its cars for absolute dealer invoice plus the get-ready. Your cost would be no more than the dealer cost when you take into consideration that the dealer pays invoice, has to pay for get-ready, floor plan interest, and incidental expenses associated with stocking the car. As I explained in our first meeting, the dealer cost is invoice plus approximately $100, depending on the size of the car. This is what the dealer calls a house charge.' What 'house charge' really means, Mr. Prospective Broker, is that the salesman does not get paid on that first $100, because this added to the invoice is what the dealer considers his out-of-pocket cost on each new car."

Question 7: Can I compete with the dealer?

"Well, Mr. Prospective Broker, when you take into consideration that you are paying exactly the same amount as the dealer is for his car, and he has a $400 built-in expense structure per unit, you certainly can compete with the dealer. You have a decided advantage in that you do not have this $400 per unit cost. You can save your customer money and still make quite a profit."

Question 8: How do I get my leads?

"Mr. Prospective Broker, as we explained in our first meeting, every man, woman, and child from 16 to 90 is a potential new car buyer. Since you handle all makes and all models of new cars, leads are no problem. Nabcor, in its training program, gives you a very thorough customer contact program program, and supplies you with all the materials necessary, including brochures, mailings, etc., so that you will have all the leads you need."

Question 9: Why should a customer buy from me?

"Mr. Prospective Broker, as you know, over the years the customer has been forced to go to a dealer of a particular make and the public has become very disenchanted for many reasons. One reason is that there is no credibility associated with anything the salesman says. If, for example, he happens to be a Ford salesman, and the customer wants to buy an automobile, but is not really sure which make he desires (Ford, Chevrolet, Plymouth, etc.) naturally, the Ford salesman will try to sell him on Ford. Under these circumstances, the customer can lend no credibility to what the salesman says. He must go through a process of elimination. He must shop the Ford dealer, the Chevrolet dealer, and the Plymouth dealer, and make up his mind from his own limited knowledge. On this point alone, it would be preferable for the customer to deal with a broker, because he can ask the broker for his unbiased opinion. Since the broker handles all makes and all models, he can at least feel sure that the broker has given him an honest opinion as to which car he should buy, based on the customer's personal needs.

Another reason for the public to turn from the dealer to the broker is that a salesman sells an automobile on a one-time basis; he knows he may never sell that customer another automobile, so he treats it as

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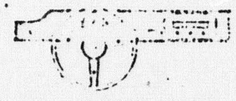
a one-time sale. The customer, therefore, has no one to go back to, and even if he should go back to that particular dealership, the salesman may have left that dealership and gone to work for someone else. The selling dealer never gets in contact with the customer and knows nothing about the sale; therefore, the customer is left stranded. In this particular instance, dealing with an automobile broker would certainly be a lot more desirable. The automobile broker selling all makes and all models knows that he can sell the customer again and again. He will be there, and the customer can come back and discuss other automobile needs. He will feel that his investment in his automobile is more secure, knowing that he can go to someone for further advice.

Mr. Prospective Broker, salesmen also have been notorious for switching, lying to customers, and giving them prices which they know the house will not live up to. Customers have gone back and, in many instances, have not been able to purchase their automobile for the quoted price. They have had to pay more.

At least 30% of the car-buying public, Mr. Prospective Broker, falls into the category of the average blue-collar worker. This man goes to work, comes home at five o'clock, has dinner, and sits down to watch TV. Every three years he goes out to buy a new automobile. He goes with his wife and children and is a mark for every salesman. This is the man that will subsidize the so-called good deal, and pays as high as $800 to $1,000 profit to the dealer. This man needs an automobile broker who will not take advantage of him. The broker only earns a set brokerage fee and wants to sell him again and gain his good will and loyalty for life.



In addition, Mr. Prospective Broker, the myth (going back to the idea that the dealer gets you good service) has been exploded by the leasing companies and large corporations, because their salesmen go all over the country and they get extremely good service. The local customer who buys from a dealer and takes his car back to that dealer (since he feels that he paid a legitimate price for his car) doesn't know about tipping service managers and things of that nature. His car is put on a waiting list, and he is given an appointment three weeks from the time he comes in. The person who bought his car elsewhere comes in, gives the service manager a two-dollar bill and gets his car serviced the same day. The customer generally knows that buying a car from the dealer does not assure him of good service; generally, it is worse service.

For these and many other reasons, too numerous to go into here, the automobile buyer will want to deal with you, an automobile broker. He will feel that you have his best interests at heart, because you have a special motive. You'll want to sell him his next car. He can understand that it is to your advantage to treat him fairly and treat him well. The customer also can feel that he will get a better deal from an automobile broker than from a salesman in an automobile dealership.

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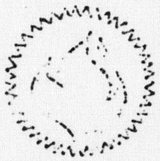
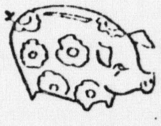
whom he may never see again. The buyer also knows that the car he wants is made by the same manufacturer, no matter who sells it, and when people buy cars, they don't want to feel they are paying for an expensive building."

Question 10: Someone told me this can't be done because the Motor Vehicle Department will not register the car in my state. Will the car be registered as a new car in my state?



"Mr. Prospective Broker, registration or title to a vehicle is only evidence of title to the car. Legal title is a bill of sale. Since a state requires that an automobile be registered if it is to be operated within that state, they must register the vehicle provided that all of their requirements are met. The Nabcor system, in eight months of research, has determined that cars can be registered in every state in the Union. It supplies you with all of the forms necessary for the registration in your states, and the method by which these cars can be registered. Since Nabcor has been in business, now over four years, it has never had this problem, Mr. Prospective Broker, and it won't have in your case, either. Regardless of what anyone tells you, including Motor Vehicle inspectors — they are partial to dealers and will try to mislead you. Nabcor supplies you with the method by which cars can be registered."

Question 11: Can the cars I sell be financed?



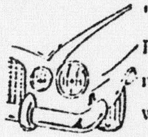
"Certainly. Every bank and finance company is crying for business. In most cases, if you do not arrange for the financing, the customer will arrange it for himself by going to his own bank or financial institution, or your Master Broker can handle this for you."

Question 12: Do I have to leave my job or business immediately?

"No, Mr. Prospective Broker, the company is very flexible on this since it only requires two hours per day of actual work. Most of your customers will be at home in the evenings and on weekends, so you can operate your business in addition to your regular employment or business until such time as you feel you want to leave. The profit potential will dictate that you put in full time as soon as possible and you will want to."

Question 13: How do I know Nabcor will get the cars?

Question 14: How does Nabcor get the cars?



"To answer your first question, Mr. Prospective Broker, we have been in business over four years now, and we have been getting cars. I will answer your next question in this manner: Nabcor gets their automobiles through the manufacturers in the same manner that Hertz or Avis or any of the other large fleet purchasers get their automobiles."

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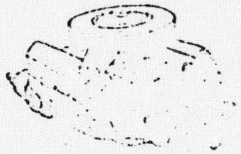
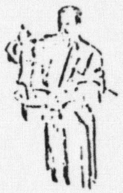
Question 15: I was told that I could buy a car for $100 over invoice from a regular dealer. How could I make money and compete at those prices?



"Mr. Prospective Broker, as I have outlined before, this is one of the reasons why 80% of the car-buying public is disenchanted with the dealer and would much prefer to buy an automobile from an automobile broker. This $100 business is just a myth. As was explained before, Mr. Prospective Broker, the dealer must pay for the get-ready, floor plan interest, and items incidental to stocking an automobile for 60 days. That costs $100. That's not counting a building that costs him, based on factory averages, $50 per unit, telephone costs at $20, advertising at $40 a unit, and office, men, and sales managers, and many other expens bring this up to $400 per unit. Mr. Prospective Broker, can't possibly sell a car for $100 over invoice. The national average, as I have shown you in our presentation materials, is $431 per unit, and any car that is being sold for $100 over invoice would most likely be a demonstrator — although the customers are not always told this. And again, Mr. Prospective Broker, when dealers use $100 over cost, this cost figure could be anything the dealer may consider cost to him — $100 over invoice, or he can consider his actual cost when he adds $400 to the invoice price.

The customer, when he goes into a showroom to get his automobile for $100 over cost, may find that it really represents $500 over invoice. Generally, this is what usually



happens. Dealers also revert to a different gimmick by switching to payments and financing, thereby hiding the actual price in monthly payments. When the customer wakes up a week later, he finds that he is paying $600 or $700 over invoice, not $100. Mr. Prospective Broker, this should make clear to you that a dealer cannot sell an automobile at $100 over invoice. If the dealer sold cars at this price, he would lose his shirt. He has to average over $400 per unit."

Def's Exh. DL
p. 19

At this point, Mr. Prospective Broker should have no more questions. He should be satisfied that all this is possible — that he can go into the automobile business and that he wants to go into the automobile business.

Now, make him sell you on himself and show enthusiasm for the program. If he does, and if you feel this man can be a good broker, you should then explain to him that the cost of his materials (sign, training, and promotional materials) can be paid in cash or out of the money he gets from the brokerage fee charged to the customer. The company recommends $25 per unit purchased until the outlay is returned to the Master Broker. He can make whatever arrangements he feels are best for his brokers and himself. The man then would sign the Independent Contractors Contract with the Master Broker. The Master Broker will select a date for him to start work and give him his package. The Master Broker should make sure the broker understands that he will follow the Nabcor customer contact program each and every day. The Master Broker will follow up to make sure he does this, and will expect reports on daily activity. By establishing ten such brokers and making sure they follow the Nabcor program, the Master Broker should have no trouble exceeding his quota of new car purchases per month.

Def s' Exh. D6
p. 20

E-1273

Ex. F-6 - In evidence at trial.

D/S
F-6
recd
11/3/76

24U-3015 Dekin - O.C.

SECURITIES AND EXCHANGE COMMISSION
RECEIVED
MAY 17 1971
WASHINGTON REGIONAL OFFICE

THE SECURITIES INVOLVE A HIGH DEGREE OF RISK
(see "Risk Factors to be Considered", Page 3).

OFFERING CIRCULAR

National Auto Brokers Corp.

$150,000 10% Convertible Subordinated Debentures due January 1, 1981
(and the 75,000 Shares of Common Stock, $.01 Par Value
into which the Debentures are convertible)

150,000 Shares of Common Stock ($.01 Par Value)

THERE IS PRESENTLY NO MARKET FOR THE SECURITIES OFFERED HEREIN. THESE SECURITIES ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION. THE COMMISSION DOES NOT PASS UPON THE MERITS OF ANY SECURITIES NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF ANY OFFERING CIRCULAR OR OTHER SELLING LITERATURE.

	Offering Price to Public(1)	Underwriting Discounts or Commissions (2)(4)	Proceeds to the Company (3)
Per Debenture	$500	$50	$450
Total	$150,000	$15,000	$135,000
Per Share	$1.00	$.10	$.90
Total	$150,000	$15,000	$135,000

The debentures are convertible into common stock for a 4-year period at a conversion price of $2.00 per share, subject to adjustment under certain conditions, and are callable thereafter at 105%.

(1) The Underwriter, as agent for the Company, has agreed to publicly offer the 150,000 shares of common stock and 300 debentures covered hereby on a straight "best-efforts" basis. (See "Underwriting".) All moneys collected from subscribers will be deposited in a special account entitled "Kenneth Bove & Co. Inc. as Trustee for the Subscribers of National Auto Brokers Corp." at Underwriters Bank & Trust Co., 50 Broadway, New York, N. Y., until such moneys are used to purchase the Company's securities being offered hereby. This offering shall terminate within sixty (60) days from the amended date of this Offering Circular, or by the end of any extended period, up to an additional sixty (60) days, if the Company and the Underwriter mutually agree to such extension of offering time.

(2) Does not include a non-accountable expense allowance of $.05 per share and $25 per debenture (up to a maximum aggregate of $15,000, depending on the number of shares and debentures sold) payable to the Underwriter (which expenses shall include legal fees of the Underwriter's counsel). To the extent that the expenses of the Underwriter total less than the expense allowance, the difference may be deemed to be additional underwriting compensation.

(3) Assuming sale of all of the 150,000 shares and 300 debentures offered hereby, the Company will receive $300,000 before deducting underwriting commissions ($30,000), underwriting expenses ($15,000), and sundry expenses payable by the Company ($15,000), including fees for the attorney and accountant, printing expenses and blue sky filing fees. The net proceeds to the Company, assuming sale of all the securities offered hereby, will be approximately $240,000.

(4) Does not include substantial additional compensation deemed to be received by the Underwriter. (See "Underwriting".)

This offering involves:

(a) Special risks concerning the Company. (See "Risk Factors to be Considered".)

(b) Immediate substantial dilution of the book value of the common stock from the public offering price. (See "Risk Factors to be Considered".)

(c) Significant additional underwriting compensation through the sale, at a nominal price of $.001 per Warrant, to the Underwriter of up to 15,000 Warrants to purchase up to 15,000 shares of the Company's common stock at $1.10 per share and other concessions involving possible preferential rights to future financings, the possible right to designate a nominee to the Board of Directors, and the right to indemnification. (See "Underwriting".)

RECD - B.S.I.
MAY 26 1971

KB
Kenneth Bove & Co., Inc.
42 BROADWAY • NEW YORK, N. Y. 10004

The date of this Offering Circular is January 29, 1971, as amended April 29, 1971

Defendant's Exhibit F-6

The shares of common stock and debentures are offered by the Underwriter on a "best-efforts" basis and subject to prior sale and to withdrawal cancellation or modification of the offer without notice, to approval of certain legal matters for the Company by Carl E. Person, Esq., and for the Underwriter by Messrs. Kass, Goodkind, Wechsler & Gerstein, and to certain further conditions set forth in the underwriting agreement. The Underwriter reserves the right to reject at any time any order for the purchase of the shares or debentures being offered hereby in whole or in part.

No dealer, salesman or any other person has been authorized to give any information or make any representations other than those contained in this Offering Circular and, if given or made, such information or representations must not be relied upon as having been authorized by the Company or the Underwriter. If there are any material changes in the Company's affairs, appropriate amendments to the Offering Circular will be made.

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IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE COMMON STOCK OR DEBENTURES AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE COMPANY

NATIONAL AUTO BROKERS CORP. (the "Company") was incorporated under the laws of the Commonwealth of Pennsylvania on January 14, 1966, and has its principal place of business at 101 Benson Manor, Jenkintown, Pennsylvania.

The Company has more than 70 franchised automobile "brokers" to assist consumers in purchasing any make and model of new domestic automobiles at a discount from retail prices regularly charged by factory-owned and factory-franchised dealers. Most of such brokers work as brokers on a part-time basis and sold as brokers for the Company in its last fiscal year an aggregate of approximately 111 new automobiles.

The Company was originally incorporated under the name Nabcor, Inc. (an abbreviated form of its current name) and changed its name to National Auto Brokers Corp. on September 24, 1970.

RISK FACTORS TO BE CONSIDERED

The securities being offered by this Offering Circular are speculative in nature. Therefore, each prospective investor should consider very carefully certain risks and speculative factors inherent in and affecting the business of the Company prior to making any investment in the Company.

1. The Company may require additional capital following receipt of the proceeds of this offering, particularly if less than all of the offered securities are sold, and there is no assurance that such capital may be obtained.

2. There is no present market for any of the Company's securities, and there is no assurance that a regular trading market for the common stock or debentures will develop at the conclusion of this offering. Purchasers of the shares or debentures may, therefore, have difficulty in selling them should they desire to do so. The offering price of the common stock has been arbitrarily agreed upon between the Company and the Underwriter, and bears no relationship to book value or any other criteria.

3. There is no assurance that the Company will be able to pay the debt service requirements on the debentures. In order to retire the debentures at their maturity, the Company may have to issue new debentures or otherwise refinance such matured debentures. There is no assurance that the Company would be able to obtain such refinancing. Purchasers of the common stock or debentures should note that the Company does not have a substantial book value. Also, purchasers of the debentures should note that the debentures are being offered and issued pursuant to an exemption from the requirements of the Trust Indenture Act of 1939. As a result of this exemption, the Company is permitted to make this offering of debentures without the use of an indenture or trustee, making any required enforcement of debentureholders' rights more difficult. Furthermore, the debentures are subordinated to all debts incurred by the Company, including moneys presently owed to the Company's officers and directors; therefore, the debentureholders upon liquidation may not be able to recover their investment.

4. The type of business is highly competitive, and other companies now engaged in this business or any part thereof are larger and better established. The Company has not been franchised by any automobile manufacturer to sell new automobiles, and in the past the Company has had some difficulty in obtaining its required supply of new automobiles. Presently, the Company has no material difficulty in obtaining new automobiles, but there is no assurance that difficulties will not recur. Also, fear of loss of protection under the manufacturer's warranty has had an adverse effect on sales.

5. The Company's franchisees do not supply parts or service and, as a consequence, do not compete

on equal terms with factory-franchised dealers, who do supply factory-authorized parts and service. (See "Business—Marketing of New Automobiles—NABCOR System—Parts and Repairs by Others".)

6. Nine of the Company's franchised brokers (including three Area Brokers) have instituted lawsuits against the Company seeking to rescind their franchise agreements with the Company and to recover franchise fee payments made to the Company aggregating $47,966 plus interest and costs, and penalties aggregating an additional $71,375 or more. (See "Litigation".)

7. The Company has filed suit against various companies for possible violations of the federal antitrust laws, but there is no assurance that the Company will be able to recover any amounts based on such claims and the Company could incur substantial expenses and court costs in connection with complex and lengthy antitrust litigation in one or more jurisdictions against various defendants. Up to $50,000 of the net proceeds of this offering has been allocated to prosecuting these claims. The litigation is likely to cost a great deal more than $50,000 and the Company may not be able to obtain the necessary funds, in which case it may have to abandon the litigation thereby completely losing all of the funds that had been used up until that time. (See "Application of Proceeds" and "Litigation".)

8. Franchise sales have dropped 35% for the fiscal year ended January 31, 1971 (in comparison to the fiscal year ended January 31, 1970), and most of the Company's profit has come from such franchise sales.

9. Since inception of the Company, in 1966, the Company has sold more than 200 franchises. At present, the Company believes about 70 of such franchises are active (approximately 75% on a part-time basis; 15% on a full-time basis in conjunction with other business activities; and 10% on an exclusive full-time basis). The Company considers a franchise to be active if the franchisee sold at least one new automobile during the preceding 12 months or if the franchise had been acquired during the preceding 2 months.

10. The Company has sold franchises, during the preceding 6 months, for a consideration frequently consisting of a promissory note for 55% to 60%, on the average, of the franchise price. The notes are demand notes; however, the Company's policy is to make demand for payment at the end of 1 or 2 years. The terms of any deferred payments are arrived at by negotiation between the Company and the franchisee. These deferred payments have reduced the Company's immediate cash receipts from the sale of franchises, and there is no assurance that the Company will be able to continue to sell franchises on such partial deferred-payment basis.

11. The Company has sold only $36,000 worth of automobiles in the last 6 months of the fiscal year ending January 31, 1971.

12. After the public offering has been completed, the present shareholders of the Company will own 70% (or 60.13% assuming conversion of all 300 debentures, into 75,000 shares) of the common stock and, because there are no cumulative voting rights, will be able to continue their control of the Company.

13. The Company has not paid any dividends on its common stock and does not intend to pay any dividends in the foreseeable future. The debentures contain certain restrictions on dividend payments. (See "Description of Common Stock, Debentures and Warrants—Debentures—Restriction as to Dividends".)

14. There is no assurance that the Company will be able to obtain or retain competent personnel.

15. The Underwriter will receive from the Company, at a price of $.001 per Warrant, up to a maxi-

mum of 15,000 Warrants to purchase up to 15,000 shares of common stock at $1.10 per share, for a period of 47 months commencing thirteen months after the effective date of this Offering Circular. For the life of the Warrants, the holders thereof at a nominal cost may profit from a rise in the market price of the common stock with a resulting dilution in the shareholders' interests. During the term of the Warrants, the Company may be deprived of favorable opportunities to obtain additional equity capital, if such were needed for business purposes; and the holders of the Warrants may be expected to exercise them at a time when the Company might be able to obtain equity capital, if then needed, on terms more favorable than those provided in the Warrants. (See "Description of Common Stock, Debentures and Warrants —Warrants" and "Underwriting".)

Dilution

1. If all of the 150,000 shares and 300 debentures offered hereby are sold and if none of the debentures will be converted into common stock, the present shareholders will own 70% of the outstanding common stock for which their equity is about $66,000 (the approximate book value as of January 31, 1971) and the public shareholders purchasing hereunder will own 30% of the outstanding common stock for their cash investment of $150,000. The book value of the presently outstanding common stock will be increased, at no cost to the present shareholders, from approximately $66,000 or $.19 per share to $109,000 or $.31 per share, while the equity of the public shareholders will decrease from the $1.00 per share offering price to approximately $.31 per share. The aggregate increase in the equity of the present shareholders will amount to approximately $43,000 while the aggregate decrease in the equity of the public shareholders will amount to approximately $104,000.

2. If all of the 150,000 shares and 300 debentures offered hereby are sold and if all of the debentures will be converted (into an aggregate of 75,000 shares of common stock), the present shareholders will own approximately 61% of the outstanding common stock for which their equity is about $66,000 (the approximate book value as of January 31, 1971) and the public shareholders purchasing hereunder will own approximately 39% of the outstanding common stock for their cash investment of $300,000. The book value of the presently outstanding common stock will be increased, at no cost to the present shareholders, from approximately $66,000 or $.19 per share to $186,000 or $.53 per share, while the equity of the public shareholders will decrease from the offering price of $1.00 (as to 150,000 shares) and $2.00 (as to 75,000 shares, upon conversion of the 300 debentures) to approximately $.53 per share. The aggregate increase in the equity of the present shareholders will amount to approximately $120,000 while the aggregate decrease in the equity of the public shareholders will amount to approximately $180,000 (an aggregate decrease in equity of $70,000 for the purchasers of the 150,000 shares, and an aggregate decrease in equity of $110,000 for the purchasers of the debentures).

BUSINESS

Organization of the Company

National Auto Brokers Corp. (the "Company") was incorporated under the laws of Pennsylvania on January 14, 1966, and has its principal place of business at 101 Benson Manor, Jenkintown, Pennsylvania. The Company is qualified to do business in New York (under the name Nabcor, Inc.) and has its only branch office at 744 Saw Mill River Road, Yonkers, New York.

The Company was originally incorporated under the name Nabcor, Inc. (an abbreviated form of its present name) and changed its name to National Auto Brokers Corp. on September 24, 1970.

In 1966, the Company began franchising brokers to assist individual users in selecting and purchasing any make and model of new automobiles (of domestic manufacture) at a discount from retail prices regularly charged by factory-owned and factory-franchised dealers (collectively referred to, from time to time, as "factory dealers").

Marketing of New Automobiles—General

Almost 100% of the *sales* of domestic and foreign new automobiles in the United States to individual users (including families and small businesses) are made by a retail outlet owned by the automobile manufacturer itself ("factory-owned dealer") or by an independent retail outlet franchised by the automobile manufacturer ("factory-franchised dealer"). (The term "sales" above does not include long-term lease arrangements, which are often the functional equivalent of a sale.)

Most sales of new automobiles to individual users are made by factory dealers, of which there are an aggregate of approximately 26,000 located in the United States retailing new automobiles manufactured in the United States. During the past 5 years approximately 705 (or 1/500th of 1%) of all new American automobile sales to individual users were sold through the Company's system of franchised brokers (the "NABCOR System"). For fiscal years ending January 31, the Company sold the following number of new automobiles: 77 in 1966-67; 205 in 1967-68: 149 in 1968-69; 163 in 1969-70; and 111 in 1970-71. The term "NABCOR" is an abbreviated form of the Company's name "National Auto Brokers Corp."

Marketing of New Automobiles—NABCOR System

1. *Brokerage Fees Upon Sale of New Cars.* The Company has more than 70 franchised automobile "brokers" and plans to use the offering proceeds for the development of a nationwide network of brokers, to assist individual users in selecting and buying any make and model of new automobiles (of domestic manufacture) at the wholesale price paid by factory dealers plus a make-ready charge ranging ordinarily from $25 to $100 (based on the Company's past experience and depending on the make and model of new automobile). To this new-car cost there is added a handling charge of $25 (all of which is retained by the Company) and a brokerage commission amounting to approximately $200.

The Company suggests this amount as the commission to be charged by its Brokers, but each Broker is free to charge a different commission. To date, the Company's Brokers have charged brokerage commissions approximating $200 on the average for new-car purchases. The suggested brokerage commission is higher than $200 for limited-production automobiles (such as Cadillacs, Mark III's and Corvettes), but involves only about 5% of the NABCOR System's sales, amounting to approximately 34 automobiles during the past 5 years. For fiscal years ending January 31, the Company sold the following number of new limited-production automobiles: 1 in 1966-67; 9 in 1967-68; 10 in 1968-69; 11 in 1969-70; and 3 in 1970-71.

A Broker, after obtaining an order for a new automobile, either orders the automobile directly from a local franchised dealer or, as is more customary, orders the automobile from the Company. Orders for new automobiles received by the Company are processed by ordering the specified make and model of automobile (with any desired optional equipment) from a dealer franchised by the appropriate manufacturer. This franchised dealer, who may be located anywhere in the United States, has agreed to sell, or is actually selling, new automobiles to the Company, on a "fleet" or wholesale basis. The franchised dealer, in turn, transmits the order to the factory, with a request that the new automobile, after assembly, be "drop-shipped" or transported directly to a designated location in the United States, which ordinarily will be the community in which the Broker is doing business. The new automobile will be shipped by the factory to one of its franchised dealers in the community (not necessarily the dealer ordering the vehicle from the factory) for preparation, to be picked up by the Broker for delivery to his customer.

The Company is now able to deliver new automobiles of any make and model to its franchisees without any material difficulties. It is entirely possible that difficulties in ordering and receiving delivery of new automobiles could become a material problem for the Company at any time or times in the future. In the past, the Company has had difficulties in obtaining deliveries of new automobiles, resulting in cancelled orders for approximately 140 new automobiles, as follows: 86 in 1966-67; 38 in 1967-68; 5 in 1968-69; 11 in 1969-70; and none in 1970-71 and to the date of this Offering Circular.

For a franchise fee of $1,500 (refundable in full—see section "6" below), the Company or its Master Brokers or Area Brokers will enfranchise a suitable Broker. This Broker can commence operations as a NABCOR dealer with a comparatively small overhead expense.

Although some purchasers may fear a loss of protection or services under the manufacturer's warranty, each manufacturer requires its factory dealers to honor the warranty as to original owners. The manufacturer compensates its dealer at the predetermined rate for the repair whether or not the repair is performed on an automobile sold by the same dealer, another factory dealer or by some other new car dealer (such as the Company). In the past, some factory dealers have refused to honor warranties on automobiles sold through the NABCOR System.

2. *Brokerage Fees Upon Sale of Trade-Ins.* Up to May, 1970, the Company's Brokers were reselling "trade-ins" on an independent basis, outside of the Company's system. However, beginning in May, 1970, the Company incorporated into the NABCOR System all resales of used cars traded in (hereinafter "trade-ins") by purchasers of new cars through NABCOR Brokers. The Company's new trade-in policy applies to all franchisees. The Company suggests a brokerage fee of approximately $200 on each trade-in. The purchaser of a traded-in (used) automobile pays its wholesale value plus the brokerage fee established by the Broker. The NABCOR trade-in system is first being used in connection with sales of 1971 automobiles, and to date only 5-6 trade-ins have been sold through the NABCOR system since May, 1970.

This wholesale value will be established by the Broker, who will refer to industry-wide wholesale value listings and other materials to be supplied periodically by the Company. The wholesale value will be established when the owner of the used car places with the Broker an order for a new car. If the Broker has not been able to sell the customer's trade-in prior to delivery of the ordered new car, the used car either will be sold to a used car dealer (for the wholesale value without any brokerage commission), or other Brokers in the area will be permitted to find a buyer for the trade-in, to participate in the brokerage commission on its resale.

The brokerage fee (of approximately $200) charged on each resale of a traded-in car to a retail customer is distributed to the Company, Master Broker, Area Broker and Broker in identical fashion to distribution of the brokerage fee paid on new car transactions.

3. *Financing of Automobile Purchases.* The Company plans to expand its NABCOR System by arranging for the financing and certain used car purchases through its system on a master plan arrangement with various banks. To date, the Company has discussed financing possibilities with various financial institutions and has obtained a firm commitment from Garden State Bank, Cinnaminson, New Jersey. The commitment is to finance the purchase of cars sold through the NABCOR System to local buyers having a satisfactory credit rating. The bank has imposed no limit on the number of new automobiles to be financed by it. The bank has agreed to finance an amount not exceeding the manufacturers'

wholesale price. This proposed addition to the system, depending on the combined purchasing power of the participating Brokers, may be able to obtain financing terms and services more favorable than the individual Brokers could obtain for themselves. None of the proceeds of this offering would be required to establish this financing plan. There is no assurance that a master plan arrangement can be established, or if one is established that it would prove profitable.

4. *Parts and Repairs by Others.* The NABCOR System members do not themselves provide either parts or services to their customers, but these are readily available from garages and factory dealers. In the case of repairs for original owners covered by the factory warranty, the original owner can obtain such work at any factory dealer which supplies parts and performs repairs.

By not offering these services directly, the NABCOR Broker can sell new cars with a small capital outlay and work on a comparatively small margin.

The Company and its franchisees have a competitive disadvantage and have lost sales by not being able to supply factory-authorized parts or service directly to their own customers. Also, fear of loss of protection under the manufacturer's warranty has held an adverse effect on sales.

5. *Foreign Car Exclusion:* Increased Commission on Specialty Automobiles.

It should be noted that foreign cars are not now included in the NABCOR system, and that low-production cars manufactured in the United States (including Cadillacs, Mark III's and Corvettes) are obtainable through the system only upon payment of a higher commission. About 3% of the new-car sales through the NABCOR System in the 1970 fiscal year involved these higher commissions, amounting to approximately 3 automobiles.

6. *The NABCOR System of Franchised Brokers, Area Brokers and Master Brokers.*

The Company is offering a maximum of 200 Master Broker franchises at $37,500 each, refundable up to 100% by the end of the franchisee's 1st year. Eight such franchises were sold at $50,000 each during 1967-69 (under an old plan) and one franchise was sold for $37,500 during 1970-71 (under the present plan). (See "Litigation".) Each such franchise is intended to cover a population of approximately 1,000,000 people. The Master Broker franchise fee will be completely refunded if by the end of the 1st year the Master Broker sells all 10 of the Area Broker franchises available to him for sale, at $7,500 apiece. No full refunds have been earned by any Master Brokers in the past.

Each Area Broker will receive a refund of his $7,500 franchise fee if by the end of his 1st year he has sold all 10 of the Broker franchises available for sale by him, at $1,500 apiece. Two full refunds have been earned by Area Brokers in the past. Approximately 19 Area Broker franchises were sold by Master Brokers (with none of the proceeds being payable to the Company) and approximately 11 Area Broker franchises were sold by the Company at $6,250 each during 1968-69 (under an old plan) and four franchises were sold by the Company for $7,500 each during 1970-71 (under the present plan). (See "Litigation".)

Each Broker receives 50% of all brokerage fees on sales developed by him. In addition to his 50% of the brokerage fees, each Broker receives an additional payment of 12½% of the brokerage fees during the 1st year until he has received a full refund of all his $1,500 franchised fee. A full refund will occur if, by the end of his 1st year, he has produced brokerage commissions amounting to at least $12,000 (which would be produced by sales of 60 cars at the suggested brokerage commission of $200). When the $1,500 franchise fee is fully refunded or the 1-year period expires, the 12½% additional payment (or $25 on each $200 of brokerage fees produced by him) will terminate. No full refunds have been earned by any Brokers in the past.

Fifty percent (50%) of the applicable franchise fee payable by a NABCOR broker is placed in escrow by the Company for a 6-month period for refund to any such broker who decides at such time to discontinue his NABCOR franchise.

An estimated 150 Broker franchises were sold by Area Brokers (with none of the proceeds being payable to the Company) and approximately 70 Broker franchises were sold by the Company at $5,000 apiece during 1966-68 (plus materials, averaging about $400 apiece), and approximately 6 Broker franchises were sold by the Company at $1,500 apiece during 1966-69, all under an old plan. (See "Litigation".) Approximately 40 Broker franchises have been sold by the Company from 1970 to date under the present plan.

Investors should note that 22,000 franchises must be sold under the present plan if all Master Brokers and Area Brokers are to receive a full refund of their franchise payments.

At the end of each year for each category of broker under the new plan, effective in May, 1970, the franchise is renewable for a 1-year period upon payment of $50 by Brokers, $250 by Area Brokers and $1,000 by Master Brokers. No franchise agreements under the new plan have come up for renewal as of the date of this Offering Circular. These renewal fees are deemed to cover the costs of reestablishing the franchise agreements and providing the brokers with updated materials. Franchise renewal rights under the new plan may be conditioned upon minimum annual sales of new or used cars amounting to 100 for a Broker, 500 for an Area Broker and 2,500 for a Master Broker, but to the date of this Offering Circular the Company has not terminated any active brokers at any level for failure to achieve the minimum sales figures. Under the old plan the franchises were automatically terminated at the end of 5 years. During 1969, under the old plan, only 1 (or approximately 2%) of all the Brokers reached the minimum annual sales figure of 100 new or used cars, reaching such minimum sales figure by the 9th month of the year.

On the sale of each new and used car through the NABCOR System, the Company receives 100% of the $25 handling charge and $25 on each $200 (or 12½%) of gross brokerage commissions produced by the system. This formula applies after all refunds referred to above have been paid or upon expiration of all applicable 1-year periods for refund rights. If by the end of his 1st year a Broker, Area Broker or Master Broker does not receive a full refund of his franchise fee the Company in effect will receive a higher percentage of related gross sales, but when the full refund is to be received by all levels of brokers, the Company earns a $25 handling charge and 12½% of the gross brokerage fees for each new and used car sold through the system; the Broker receives 50%, the Area Broker receives 25%, and the Master Broker receives 12½% of the gross brokerage commission.

At present, the Company has approximately 5 active Master Brokers, 17 active Area Brokers and 60 active Brokers, operating in an aggregate of 12 states, as follows: Connecticut, Delaware, Florida, Illinois, Indiana, Maryland, New Jersey, New York, North Carolina, Ohio, Pennsylvania and Virginia. Approximately 4 Master Brokers, 15 Area Brokers and 206 Brokers are inactive. This inactivity in some cases may have resulted from past difficulties by the Company in establishing the NABCOR System. Approximately 45 (Broker) franchises are due to be terminated over the next 12 months by lapse of the 5-year franchise period.

The NABCOR System provides each Broker, Area Broker and Master Broker with the following: (i) training by Company personnel; (ii) a package of copyrighted training materials; (iii) an electric identification sign; (iv) forms for conducting the business; (v) sales promotion material and advertising mats; and (vi) price lists for new and used cars.

Upon successful conclusion of this offering, the Company plans to develop its nationwide NABCOR System by hiring a Director of Franchises, who will be responsible for sale of franchises to Master Brokers and training in connection therewith, and a Director of Broker Operations, who will be responsible for assisting Area Brokers and Master Brokers in selecting, appointing and training Brokers, and for assisting Brokers in promoting car sales.

License Requirements

The Company has been licensed as a new car dealer by the State of New York since 1966, and has renewed the license yearly thereafter without any difficulty. Of course, there is no assurance that the license will be renewed by New York State in future years. Although the Company's ability to operate successfully on a nationwide or local basis depends upon having a state license to operate as a new car dealer, the Company believes that, if necessary, it would be able to obtain any needed substitute or additional licenses in one or more other states.

Competition

The Company's business of retail sales of new automobiles is highly competitive. The Company's competitors may be deemed to consist of (i) factory-owned dealers, (ii) factory-franchised (independent) dealers, (iii) fleet buyers for resale (including other independent dealers who are not factory-franchised; fleet management companies; and automobile leasing companies), and (iv) the automobile manufacturers, with respect to factory sales to government agencies and foreign retailers. Also, sellers of used automobiles are competitors of the Company. There is no assurance that additional competitors may not come into existence on the local and/or national levels.

Many of the Company's competitors are larger and better financed than the Company, and are better known to the car-buying public.

See "Business—Marketing of New Automobiles—General" for a fuller description of the Company's primary competition.

Property

The Company leases the premises it occupies and owns no real estate.

The Company's main offices are located at 101 Benson Manor, Jenkintown, Pennsylvania, where it leases an aggregate of 1,000 square feet of space on the main floor of a 10-story office and residential building under a 1-year lease agreement ending May 31, 1971, at a monthly rental of $310, with an option to renew for a 1-year period at $320 per month. The Lessor is not affiliated with the Company.

The Company's only branch office is located at 744 Saw Mill River Road, Yonkers, New York, where it sub-leases a 1-story concrete block building (with 200 square feet of space) and adjacent land area aggregating 4,800 square feet under a 1-year lease agreement ending January 1, 1972, at a monthly rental of $125, with no option to renew. The Lessor is the Company's Master Distributor for the New York City and Westchester County area. If the Company and its Lessor cannot agree to an extended period on satisfactory terms, the Company will seek a suitable location in the New York City area. Any such change in location will not materially affect the Company's business.

Copyrights were obtained in 1969 for Company-prepared training manuals used by its Master Brokers, Area Brokers and Brokers. In 1970, the Company's trademark "NABCOR" was registered with the United States Patent Office.

Employees

Frank Maiorana, President, manages the Company's affairs on a full-time basis. Anthony Maiorana, Secretary and Treasurer, and Jack Snyder, Vice President—Purchasing, are also employed by the Company on a full-time basis.

The Company employs 2 other full-time employees, both of whom are engaged in clerical and secretarial activities at the Company's main office. Upon successful conclusion of this offering, the Company plans to hire approximately 3 additional employees, as follows: a Director of Franchise Operations, a Director of Broker Operations and, if the volume of business warrants, an additional office employee.

APPLICATION OF PROCEEDS

The net proceeds to be realized by the Company after deduction of estimated expenses of the offering will range up to an estimated maximum of $240,000 (depending on the number of shares and debentures actually sold). The Company intends to use the net proceeds during the 1-year period after this offering in the following order and priority:

	Per Cent of Offering Sold (Assuming sale of an equal amount of shares and debentures)			
	100%	75%	50%	25%
1. Marketing employee and expenses ...	$ 25,000	$ 20,000	$ 20,000	$17,000
2. Sales training and promotional employee	10,000	10,000	10,000	8,000
3. Advertising	25,000	20,000	10,000	5,000
4. Sales training and promotion equipment	20,000	20,000	15,000	6,000
5. Debt service on the Debentures	15,000	11,250	7,500	3,750
6. Expenses of antitrust litigation	50,000	50,000	30,000	15,000
7. Working capital	95,000	45,000	20,000	4,000
Total	$240,000	$176,250	$112,500	$58,750

No material variation in use of proceeds would occur if the offered shares and debentures are sold in unequal proportions, except that the Debt service on the Debentures (Item 5) could be up to 100% (i) more than the amounts indicated, in which case any such excess would be taken from Working capital (Item 7); or (ii) less than the amounts indicated, in which case any such reduction would be added to Working capital.

Only 1 marketing employee and 1 sales training employee are to be hired by the Company, assuming 25% or more of the offering is sold.

All or part of the interest and/or principal on certain notes payable to two officers and principal shareholders of the Company may be deemed payable out of the proceeds of the offering to the extent that earnings of the Company may not be sufficient to pay such interest or principal. (See "Certain Transactions".)

Since all of the net proceeds of this offering will not be utilized immediately, part of the net proceeds will be invested, in the interim, in U. S. Government securities.

CAPITALIZATION

The following table shows the capitalization of the Company as of the date of this Offering Circular and as adjusted to give effect to the sale of all 150,000 shares of common stock and 300 Debentures offered hereby.

Title of Class	Amount Authorized	Amount Outstanding	Amount to be Outstanding
Common Stock, Par Value $.01 (2) ..	1,500,000 shs.	350,000 shs. (1)	500,000 shs. (1)
10% Debentures, $500 Principal Amount	300 debs. $150,000 pr. amt.	None	300 debs. $150,000 pr. amt.

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(1) Not including (i) up to 15,000 common stock purchase warrants and underlying 15,000 shares of common stock reserved for issuance upon the exercise of such warrants to be issued to the Underwriter (see "Underwriting"); (ii) 20,000 shares of common stock reserved for issuance upon exercise of qualified stock options which may be granted to key employees or certain officers of the Company; and (iii) 75,000 shares of common stock reserved for issuance upon conversion of the 300 Debentures offered hereby.

(2) On September 24, 1970, the Company amended its charter to change its authorized capitalization from 5,000 shares of $1.00 par value common stock to 1,500,000 shares of $.01 par value common stock. There were 1,875 and 1250/1866 shares of $1.00 par value common stock outstanding on July 31, 1970. The new common shares of $.01 par value were exchanged for the old at the rate of 186.6 to 1.

DESCRIPTION OF COMMON STOCK, DEBENTURES AND WARRANTS

Common Stock

All common stock is entitled to participate equally in dividends and rank equally upon liquidation. The common stock does not have preemptive rights. Each shareholder has one vote for each share registered in his name.

The common stock has non-cumulative voting rights, which means that the holders of more than 50% of the stock voting for the election of directors can elect 100% of the directors if they choose to do so. In that event, the holders of the remaining shares would not be able to elect any person or persons to the Board of Directors.

The Company's shares of common stock to be issued and outstanding after completion of this offering, and any conversion of the offered debentures into shares of common stock, will be lawfully issued, fully paid and non-assessable.

Debentures

The $150,000 principal amount of Debentures (the "Debentures") offered hereby are to be issued under Articles of Debenture adopted and executed by the Company dated September 23, 1970, constituting an agreement for the benefit of debentureholders and other interested parties (hereinafter called the "Articles of Debenture"). The Debentures are to be issued pursuant to an exemption from the Trust Indenture Act of 1939 and for such reason there will be no indenture and no independent trustee (except that an independent trustee may be appointed by holders of at least 10% of the then outstanding Debentures and, at the option of the Company, may be required to qualify under the Trust Indenture Act of 1939 at the expense of such debentureholders. A copy of the form of the Articles of Debenture is filed as an Exhibit to the Notification. The summaries of certain provisions of the Articles of Debenture contained herein do not purport to be complete, and where particular provisions of the Articles of Debenture are referred to, such provisions, including definitions of certain terms, are incorporated by reference as a part of such summaries or terms, which are qualified in their entirety by such reference.

The Debentures are to mature January 1, 1981, and are to bear interest at the rate of 10 per cent per annum, payable semi-annually on January 1 and July 1 to the registered holders of record at the close of business on the preceding December 15 and June 15, respectively, subject to certain exceptions provided in the Articles of Debenture. Principal and interest are to be payable at Underwriters Bank & Trust Co., 50 Broadway, New York, New York, which will also act as Debenture registrar, paying agent and conversion agent. The Debentures are to be issued only as registered debentures, without coupons, in denominations of $500 or any multiple thereof. Debentures in the several denominations are interchangeable without service charge, subject to the limitations provided in the Articles of Debenture (section 2.05). The principal amount of Debentures which may be issued under the Articles of Debenture is limited to $150,000, subject to certain provisions relating to replacement of Debentures (sections 2.06 and 2.07). Unless other arrangements are made, interest will be paid by checks mailed to registered holders of record.

No Sinking Fund

There are no sinking fund provisions for the early retirement of any of the Debentures.

Redemption Provisions

On and after January 1, 1975, the Debentures will be subject to redemption (upon at least 60 days' notice by mail to all debentureholders and 30 days' further notice to holders of debentures being redeemed) as a whole or from time to time in part, at the option of the Company, at 105% of the principal amount.

Any redemption involving less than all of the debentures then outstanding shall be based on the following lottery plan. Two officers of the Company and a disinterested, third person selected by the Company's Board of Directors shall constitute the lottery personnel. A different number (the "$500 Increment Number") theretofore assigned to each $500 in principal amount of debentures (the "$500 Increment") shall be used in the lottery. Slips of paper identical except for the $500 Increment Number shall be prepared, one for each $500 Increment then outstanding (other than debentures being held in the treasury of the Company) folded to hide the $500 Increment Number, then placed in a receptacle of adequate size, then thoroughly mixed. The disinterested, third person shall draw from the receptacle, one at a time, the appropriate number of slips, one for each $500 in principal amount of debentures to be redeemed, and the order of drawing of each $500 Increment Number shall be recorded by the Company's two officers. The results of the lottery shall be certified by the two officers and the disinterestd, third person, and the certificate shall be forwarded to the Company's Board of Directors for inclusion in the minutes, and a duplicate certificate shall be delivered to the Redemption Agent, if any, for the debentures.

Conversion

The holder of any Debenture shall have the right, at his option, to convert the principal thereof into shares of the Common Stock at any time prior to January 1, 1975 at the conversion price of $2.00 per share, subject to adjustment. Subject to the right of the Debentureholder on any record date prior to an interest payment date to receive such interest payment on such interest payment date, no adjustment in respect of interest or cash dividends shall be made upon the conversion of any Debenture. No fractional shares shall be issued upon conversion but, in lieu thereof, an appropriate amount shall be paid in cash by the Company. Generally, the conversion price will be adjusted only when the cumulative adjustment under the formula is at least $.05 or 1% of the conversion price to be adjusted. (Article Four)

The conversion price is subject to adjustment in certain events, including: the issuance of Common Stock as a dividend on the Common Stock; subdivisions, combinations and reclassifications of the Common Stock; the issuance to all the holders of the Common Stock of certain rights, options or warrants to subscribe for Common Stock (other than as referred to in the next paragraph below) at less than the current market price as defined for the purpose; or the distribution to all holders of the Common Stock of stock other than Common Stock, evidences of indebtedness or assets (excluding cash dividends or other distributions to the extent permitted by the Articles of Debenture). (section 4.04)

No adjustments will be made in the conversion price of the Debentures in respect of (i) ordinary cash dividends or other distributions on the Common Stock, other than stock dividends, (ii) the issuance of up to 20,000 shares of Common Stock, $.01 par value, pursuant to the Company's Qualified Stock Option Plan, (iii) the issuance of shares of Common Stock upon exercise of warrants to be issued to the Underwriter (see "Underwriting") or the issuance of common stock upon conversion of the debentures offered hereunder, or (iv) the issuance of shares of Common Stock (or securities convertible into Common Stock) in connection with the Company's acquisition of a going business by merger, consolidation or otherwise (section 4.04). For further information regarding these options and warrants, see "Qualified Stock Option Plan" and "Underwriting".

Subordination

The Debentures will be subordinated as to principal, interest and any premium to all Superior Indebtedness. The term "Superior Indebtedness" is defined to mean (a) all indebtedness of the Company, whether outstanding on the date of the Articles of Debenture or thereafter created, (i) for money borrowed by the Company (ii) for money borrowed by others and guaranteed, directly or indirectly, by the Company, or (iii) constituting purchase money indebtedness or indebtedness secured by property at the time of the acquisition of such property by the Company for the payment of which the Company is directly or contingently liable, and (b) all renewals, extensions and refundings of, and amendments to, any such indebtedness, unless the terms of the instrument creating or evidencing any such indebtedness provide that it is not superior in right of payment to the Debentures (section 1.01).

The Articles of Debenture prohibit any payment of principal, premium (if any) or interest on the Debentures during any default in payment of principal, premium, or interest then due on Superior Indebtedness (section 3.02).

Upon any distribution of assets of the Company in connection with any dissolution, winding up, liquidation or reorganization of the Company, the holders of all Superior Indebtedness will first be entitled to receive payment in full of the principal and premium, if any, thereof and the interest due thereon before the holders of the Debentures are entitled to receive any payment upon the principal of and premium, if any, or interest on the Debentures. By reason of such subordination in the event of insolvency, creditors of the Company who are not holders of Senior Indebtedness or of the Debentures may recover less, ratably, than holders of Senior Indebtedness and may recover more, ratably, than the holders of Debentures (section 3.02).

Restriction as to Dividends

No dividend or other distribution (except in stock or warrants or rights to buy stock of the Company) may be made on any stock of the Company, and neither the Company nor any subsidiary may acquire any such stock, warrants or rights, if, after giving effect thereto, the aggregate payments for such purposes subsequent to July 31, 1970 would exceed the sum of (i) consolidated net earnings earned subsequent to July 31, 1970, (ii) the aggregate net proceeds received by the Company from any future issuances or sales (other than to a subsidiary) of capital stock of the Company, and (iii) the aggregate principal amount of debt securities of the Company (including, without limitation, the Debentures) surrendered (other than by a subsidiary) for conversion into shares of capital stock of any class of the Company after July 31, 1970.

Certain Other Restrictions

The Company may consolidate or merge with or into another corporation or sell all its assets to another corporation (including, in each case, a subsidiary) of (a) such other corporation is a domestic corporation and (b) such other corporation agrees to pay promptly when due the principal of, and interest and any premium on, the Debentures and to expressly assume, perform and observe all the terms, covenants and conditions of the Articles of Debenture. In any such case where the Company is not the surviving corporation, the surviving corporation will be fully substituted for the Company on the Debentures and under the Articles of Debenture (Article Fourteen).

Modification or Amendment of the Articles of Debenture

The Articles of Debenture may be amended or modified by the Company with the consent of the holders of 66⅔% in principal amount of outstanding Debentures, provided that no such amendment or modification shall be made which will (a) change the fixed maturity of any Debentures, or reduce the principal amount thereof, or reduce the rate or extend the time of payment of interest thereon, or reduce any premium payable upon the redemption thereof, or alter or impair the right to convert the same into common stock at the conversion price and upon the terms provided in the Articles of Debenture, without the consent of the holder of each Debenture so affected, or (ii) reduce the percentage of Debentures the holders of which are required to consent to any such amendment or modification, without the consent of the holders of all Debentures then outstanding (section 13.02).

The Company may, without the consent of debentureholders, amend or modify the Articles of Debenture to: (a) make provision with respect to the conversion of holders of Debentures under section 4.11; (b) evidence the succession of another corporation to the Company's obligations under the Articles of Debenture; (c) add to the covenants and agreements of the Company in the Articles of Debenture or surrender rights or powers of the Company, for the protection of the holders of Debentures, and add events of default in connection therewith; (d) provide for the issuance of Debentures in coupon form and provide for exchangeability with Debentures issued hereunder; and (e) cure any ambiguity or correct or supplement any provision which may be defective or inconsistent; or make other provisions which shall not be inconsistent and which shall not adversely affect the interests of the holders of the Debentures (section 13.01).

De[illegible]s

The following are defaults: (a) failure to pay principal or any premium when due; (b) failure to pay any interest when due, continued for 30 days: (c) failure to perform any other covenant of the Company, continued for 60 days after written notice to the Company from the holders of not less than 25% in principal amount of the Debentures then outstanding; (d) acceleration of any indebtedness of the Company under the terms of the instrument under which such indebtedness is issued or secured, if such acceleration is not annulled within ten days after written notice to the Company from the holders of not less than 25% in principal amount of the Debentures then outstanding; and (e) certain events in bankruptcy, insolvency or reorganization. If a default shall happen and be continuing, the holders of not less than 25% in principal amount of the Debentures then outstanding may proceed to protect and enforce their rights and those of the other Debentureholders (section 9.01). The Company is required to furnish to the Debentureholders annually a statement as to performance or fulfillment of covenants, agreements and conditions in the Articles of Debenture and as to the absence of default (section 9.01).

Warrants

There are no warrants or options outstanding. Upon termination of this offering, the Underwriter may be sold 5-year warrants (the "Warrants") at a nominal price of $.001 per Warrant, to purchase up to 15,000 shares of common stock on the basis of 1 Warrant for every 10 shares sold. (See "Underwriting".) All of the Warrants, exercisable at a price of $1.10 per share, expire 60 months after the effective date of the Offering Circular, and may not be exercised, assigned, sold, transferred, allotted or delivered to any member of a selling group, securities salesman, nominee, finder or any other person for a period of thirteen months from the date of the commencement of the offering and until the warrants and underlying shares are registered, qualified under Regulation A or are otherwise exempt fr[illegible] registration. The Warrants will have customary anti-dilution provisions designed to protect the holders thereof in connection with stock dividends and distributions, recapitalizations, mergers and consolidations. At the request of any holders of Warrants, or underlying common stock, any time after the expiration of 13 months following the effective date of the Offering Circular, the Company is required to register (one time, upon the Underwriter's request at the Company's expense and otherwise at the holders' expense unless the Company is registering other securities) the shares issued or issuable upon exercise of the Warrants. Also, see "Qualified Stock Option Plan" for a description of the Company's stock option plan and the options issuable thereunder. As of the date of this Offering Circular, no options have been issued under the Plan.

For the life of the Warrants, the holders thereof at a nominal cost may profit from a rise in the market price of the common stock with a resulting dilution in the shareholders' interests. During the term of the Warrants, the Company may be deprived of favorable opportunities to obtain additional equity capital, if such were needed for business purposes; and the holders of the Warrants may be expected to exercise them at a time when the Company might be able to obtain equity capital, if then needed, on terms more favorable than those provided in the Warrants. (See "Underwriting".)

Transfer Agent and Registrar

The Transfer Agent and Registrar for the Company's common stock and the Registrar, Paying Agent and Conversion Agent for the Company's debentures will be Underwriters Bank and Trust Co., 50 Broadway, New York, New York.

Reports to Shareholders and Debentureholders

The Company intends to furnish its shareholders and debentureholders with annual reports containing financial statements certified by an independent public accountant and such other periodic reports containing uncertified financial statements as the Board of Directors of the Company may deem advisable.

MANAGEMENT

The officers and directors of the Company are as follows:

Name and Residence Address	Positions with the Company
Frank Maiorana 856 Meadowood Lane Warminster, Pennsylvania	Director President
Anthony Maiorana 925 McKean Street Philadelphia, Pennsylvania	Director Secretary Treasurer
Jack Snyder 8359 Langdon Street Philadelphia, Pennsylvania	Vice President—Purchasing
James W. Tracey, III 211 Walnut Street Jenkintown, Pennsylvania	Director

Frank Maiorana, Anthony Maiorana and their brother, Stephen Maiorana, may be deemed the "promoters" of the Company within the meaning of the term under the Securities Act of 1933, and the Rules and Regulations thereunder.

Frank Maiorana, age 45, has devoted full time during the past 22 years to his employment and business activities in the automobile industry—new car salesman with Broad Motors Co., Philadephia, Pennsylvania (1948-50); used car business under his own name, in Philadelphia, Pennsylvania (1950-54); general manager of Warren Lepley Ford, Inc., Philadelphia, Pennsylvania (1954-56); general manager of Thornton-Fuller Company, a Dodge-Plymouth dealership, in Philadelphia, Pennsylvania (1956-57); owner and general manager of Autocrest Ford, Inc., Norristown, Pennsylvania (1957-63); general manager of Oxford Chrysler-Plymouth, Inc., Philadelphia, Pennsylvania (1964-65); and President and 50% owner of Allcrest Auto Leasing, Inc. (1959-64). From the incorporation of the Company (January 14, 1966) to the present, Frank Maiorana has been President of the Company.

Also, Frank Maiorana is the President and a controlling shareholder (owning 60% of the outstanding shares) of Six Eleven Swim Club, Inc., engaged in the membership swimming club business. (See "Certain Transactions".) He is not active in its business affairs.

Frank Maiorana devotes full time to the Company's business and upon the commencement of this offering, is to receive an aggregate remuneration of $20,000 for the 1st year thereafter. He owns 189,524 shares of common stock in the Company.

Anthony Maiorana, age 49, has devoted full time during the past 20 years to his employment and business activities in the automobile industry—the used car business of Frank Maiorana, in Philadelphia, Pennsylvania, 1950-57 (with Frank Maiorana until 1954 and as manager of the business from 1956-57);

manager of Frank Maiorana's Autocrest Ford, Inc. dealership in Norristown, Pennsylvania (1957-59); owner and general manager of Sentry Auto Sales, Inc., a Ford dealership in Downington, Pennsylvania (1959-64); a manager of Oxford Chrysler-Plymouth, Inc., Philadelphia, Pennsylvania (1964-65). From the incorporation of the Company (January 14, 1966) to the present, Anthony Maiorana has been Secretary-Treasurer of the Company.

Also, Anthony Maiorana is the Secretary-Treasurer and a controlling shareholder (owning 40% of the outstanding shares) of Six Eleven Swim Club, Inc., engaged in the membership swimming club business. (See "Certain Transactions".) He is not active in its business affairs.

Anthony Maiorana devotes full time to the Company's business and, upon the commencement of this offering, is to receive an aggregate remuneration of $15,000 for the 1st year thereafter. He owns 74,640 shares of common stock in the Company.

Jack Snyder, age 47, has been with the Company for 3 years, as the automobile purchasing manager and (since 1970) as a Vice President. Previously, he was the President and general manager of Cherry Hill Chrysler Plymouth, Cherry Hill, New Jersey (1964-65); and was manager of Krause Oldsmobile, Cherry Hill, New Jersey (1966-67).

Mr. Snyder devotes full time to the Company's business and receives an annual salary of $10,000. He owns 4,665 shares of common stock in the Company.

James W. Tracey, III has been a partner, for more than 5 years, in the law firm of Wollman, Tracey & Schlesinger, Philadelphia, Pennsylvania. He will devote about 10 hours of his time each month, on the average, to the Company's business affairs, and he or his law firm will receive legal fees estimated at $5,000 during the next year. During the last fiscal year of the Company, such legal fees amounted to approximately $2,000.

The total remuneration of all officers and directors of the Company for the 1969 fiscal year amounted to approximately $40,000 (not including the legal fees referred to above). No officer received remuneration from the Company in excess of $19,000 for the year. The total remuneration of the officers and directors for the 1-year period commencing upon the effectiveness of this offering will be $45,000 (not including the legal fees referred to above).

QUALIFIED STOCK OPTION PLAN

The Company adopted, on September 23, 1970, a Qualified Stock Option Plan (the "Plan") for the benefit of officers and employees intended as a "qualified stock option plan" as defined by the Internal Revenue Code of 1954. The Plan is to be administered by an Option Committee. The Option Committee's members consist of Mr. Frank Maiorana, Mr. Anthony Maiorana and Mr. James Tracey.

The purchase price of each share of stock placed under option is 100% of the fair market value of the Company's common stock on the date of grant of the option. The Plan terminates by its own terms on September 23, 1975, and 20,000 shares have been reserved for issuance thereunder. No options may be granted to any member of the Option Committee or any person who owns 5% or more of the total combined voting power or value of all classes of stock of the Company. Options granted under the Plan expire five years from the date of grant. Options become exercisable on a cumulative basis at the rate of 25% at the end of each of four successive periods of one year following the date of grant.

No option may be exercised while an option previously granted to the grantee at a higher price remains unexercised.

Upon the termination of employment or death of an optionee, unexercised options held by him at the time of such event remain unexercisable for three months, if termination of employment results otherwise than by death, and for one year in the event of death. No shares may be issued by the Company on the exercise of an option except in compliance with the registration provisions of the Securities Act of 1933, or with a statutory exemption from such registration provisions. No options have been granted under the Plan.

PRINCIPAL SHAREHOLDERS

The following table sets forth, as of the date of this Offering Circular, the number of shares of common stock owned by all officers and directors as a group and by each person who, to the knowledge of management, owns more than 10% of the outstanding shares of common stock:

Name and Residence Address	Type of Ownership	Amount Owned	Percent of Presently Outstanding Shares	Percent of Outstanding Shares after Completion of Offering(2)
Frank Maiorana	Record and Beneficial	189,524	54.15%	37.90%
Anthony Maiorana	Record and Beneficial	74,640	21.33	14.93
James W. Tracey, III	Record and Beneficial	27,990	8.00	5.60
Jack Snyder	Record and Beneficial	4,665	1.33	0.93
All officers and directors as a group(1)	Record and Beneficial	296,819	84.81	59.36

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(1) Does not include the 27,990 shares of common stock owned beneficially and of record by the mother, brother and three sisters of Frank and Anthony Maiorana, none of whom are officers or directors of the Company.

(2) Before any conversion of the offered debentures (into 75,000 additional shares of common stock).

Frank Maiorana, Anthony Maiorana and Stephen Maiorana may be deemed the "promoters" of the Company within the meaning of the term under the Securities Act of 1933, and the rules and regulations, thereunder.

CERTAIN TRANSACTIONS

On July 20, 1970, the Company issued to 11 persons an aggregate of 375¾ shares (approximately) of common stock, $1.00 par value, for an aggregate consideration of $376, at a purchase price of $1.00 per share, as follows: Frank Maiorana, 15¾ shares (approximately); Stefana Maiorana, 25 shares; Rita Maiorana, 25 shares; Rosalie Maiorana, 25 shares; Lena Maiorana, 25 shares; Stephen Maiorana, 50 shares; James W. Tracey, III, 50 shares; Jack Snyder, 25 shares; Leonard Gitler, 5 shares; Isadore Gitler, 5 shares; and Carl E. Person, 125 shares. The consideration paid per share for these shares of the Company's common stock was arbitrarily determined.

On September 24, 1970, the Company recapitalized by filing an amendment to its articles of incorporation changing the 5,000 shares of then authorized common stock, $1.00 par value, into 1,500,000 shares of authorized common stock, $.01 par value, and by resolution of the Board of Directors the 1,875¾ shares (approximately) of then issued and outstanding common stock, $1.00 par value, were split into 350,000 shares of common stock, $.01 per value, at the rate of 186.6 shares of common stock, $.01 par value, for each of the 1,875¾ shares (approximately) of common stock, $1.00 par value, then issued and outstanding.

From May, 1965 through January, 1967, Frank Maiorana, the Company's President and a controlling shareholder, incurred expenses in promoting and developing the Company, amounting to $27,000, and thereafter made advances to the Company; the Company now owes an aggregate of $32,607 to Frank Maiorana. Anthony Maiorana, the Company's Secretary-Treasurer and a controlling shareholder, made advances to the Company of which $18,162 remains outstanding. Six Eleven Swim Club, Inc., an affiliate of the Company (controlled by Frank Maiorana and Anthony Maiorana) made advances to the Company of which $6,500 remains outstanding. On July 31, 1970, part of the presently outstanding incurred expenses and advances by Frank Maiorana and Anthony Maiorana, aggregating $32,769, was converted to 18-month, 10% notes payable to Frank Maiorana in the amount of $23,607, and to Anthony Maiorana in the amount of $9,162. (All or part of the interest on the notes to Frank Maiorana and Anthony Maiorana, amounting to $4,915, and all or part of the principal amount of the 2 notes (payable January 31, 1972) aggregating $32,769, may be deemed payable out of the proceeds of the offering to the extent that earnings of the Company may not be sufficient to pay such interest or principal.

For compensation arrangements with the officers and directors of the Company, see "Management".

UNDERWRITING

The Company has entered into an agreement with Kenneth Bove & Co., Inc., 42 Broadway, New York, N. Y. (the "Underwriter") whereby the Underwriter has agreed to act as the exclusive agent of the Company to sell to the public on a "best-efforts" basis (i) at $1.00 per share an aggregate of 150,000 shares of the Company's common stock; and (ii) at $500 per debenture an aggregate of 300 convertible subordinated debentures to be issued by the Company, bearing interest at 10% per annum.

All moneys collected will be deposited in a special account entitled "Kenneth Bove & Co., Inc. as Trustee for the Subscribers of National Auto Brokers Corp., with Underwriters Bank & Trust Co., 50 Broadway, New York, N. Y., until such moneys are used to purchase the Company's securities being offered hereby. This offering shall terminate within sixty (60) days from the amended date of this Offering Circular or by the end of any extended period, up to an additional sixty (60) days, if the Company and the Underwriter mutually agree to such extension.

The underwriting agreement provides for a commission of 10% of the public offering price (a commission of $.10 per share and $50 per debenture) with respect to the securities sold. In addition, the Company has agreed to pay the Underwriter an expense allowance of $.05 per share and $25 per debenture to cover the Underwriter's expenses and disbursements (including the Underwriter's legal fees), for which expenses the Underwriter shall not be required to account.

The Company has further agreed to sell to the Underwriter, at a price of $.001 per warrant, a warrant to purchase one share of common stock for every ten shares of the Company's common stock sold. (See "Description of Common Stock, Debentures and Warrants".) Thus, warrants covering a maximum of 15,000 shares of common stock will be sold to the Underwriter upon the completion of this offering.

The underwriting agreement further provides for reciprocal covenants of indemnity against liability in certain instances including liabilities under the Securities Act of 1933, as amended.

The underwriting agreement also provides that, assuming at least 50,000 shares of stock are sold by the Underwriter (1) for a period of five years from the date hereof, the Underwriter shall have a right of first refusal with respect to any offering of the Company's securities by the Company or any of its principal shareholders, and (2) for a period of six years from the termination date of this offering, the Company will nominate and use its best efforts to cause a designee of the Underwriter to be elected to its Board of Directors. The Underwriter has not decided at this time to name a person to the Company's Board of Directors.

Any profits realized by the Underwriter on the sale of the warrants or underlying shares of common stock purchased by the Underwriter upon any exercise of the warrants may be deemed to be additional underwriting compensation. At the request of the Underwriter or any other holder of warrants or underlying shares of common stock, at any time or times from 13 months to 6 years after the effective date of this Offering Circular, the Company is required to register (one time at its own expense, at the Underwriter's request) the shares issued or issuable upon any exercise of the warrants; and any holder shall have the right to have any such shares registered with any other registrations by the Company of any proposed public offerings (at the Company's expense, unless the only securities being registered are shares underlying these warrants).

The Underwriter has informed the Company that the debentures and the shares of common stock offered hereby may be offered to the public through selected dealers who are members of the National Association of Securities Dealers, Inc. or to foreign dealers who agree, in connection with sales by them to purchasers in the United States, to abide by the Rules of Fair Practice of the National Association of Securities Dealers, Inc. Any offering of the common stock through such dealers will be at the public offering price of $1.00 per share and $500 per debenture, with a concession and reallowance of such amount of the commission as the Underwriter and dealer in their discretion may determine.

LITIGATION

There are no material legal proceedings pending or threatened against the Company except as follows:

Nine of the Company's franchised brokers (including three Area Brokers) have instituted lawsuits against the Company seeking to rescind their franchise agreements with the Company and to recover franchise fee payments made to the Company aggregating $47,966 plus interest and costs; and in 5 suits the plaintiffs are alleging, in addition, consequential damages and penalties aggregating an additional $71,375 and such additional consequential damages and penalties, if any, as may be awarded.

Generally, the plaintiffs in these lawsuits against the Company base their respective claims for relief on alleged fraud, misrepresentation and/or breach of contract, claiming in substance that the Company was not able to supply them with new automobiles in accordance with the terms of the franchise agreement and/or did not perform other obligations thereunder. One suit, involving claimed damages of $5,500, resulted in a judgment against the Company for such amount. The Company is taking steps to appeal this adverse judgment.

James W. Tracey, III, Esq., as general counsel to the Company, believes it is too early to express an opinion on the merits of these lawsuits. (See "Legal Matters".) There is no assurance that other franchised brokers may not, in the future, institute lawsuits against the Company on similar grounds, although no such suits have been threatened against the Company.

The Company has filed a treble-damage suit, including several class actions, against various automobile manufacturers, franchised dealers, automobile dealer trade associations, better business bureaus, newspapers and financial institutions for claimed damages to the Company and its franchisees resulting from alleged violations of federal antitrust laws. Pursuant to the possibly unlawful acts the Company claims it was restrained from obtaining a supply of new automobiles, arranging for their financing and servicing, and advertising them for sale.

This litigation will likely take years to complete. The Company may not be able to obtain all the funds necessary to prosecute a lengthy litigation. For the most part it is a class action, the entire cost of which is being borne by the Company whereas any recovery will have to be divided among the members of the class. The defendants may have valid defenses and counter claims to the charges made in the Company's complaint. Even if the Company prevails there may not be any pecuniary recovery.

LEGAL MATTERS

Legal matters in connection with the offering and sale of the securities offered hereby will be passed upon for the Company by Carl E. Person, Esq., 150 East 61st Street, New York, N. Y., as special counsel to the Company; and by James W. Tracey, III, Esq., 2063 Suburban Station Building, Philadelphia, Pa., as general counsel to the Company; and for the Underwriter by Messrs. Kass, Goodkind, Wechsler & Gerstein, 122 E. 42nd Street, New York, N. Y., as special counsel to the Underwriter. Mr. Person owns 23,325 shares of common stock of the Company and is special counsel to the Company on a contingent fee basis with respect to the Company's possible claims against certain companies and others based on possible violations of the federal antitrust laws. (See "Litigation".) Mr. Tracey is a Director and owns 27,990 shares of common stock of the Company.

ADDITIONAL INFORMATION

The Company has filed with the Washington Regional Office of the Securities and Exchange Commission a Notification on Form 1-A under Regulation A of the Rules and Regulations of the Securities and Exchange Commission, with respect to the securities offered hereby. This Offering Circular does not contain all of the information set forth in the Notification, as permitted by the Rules and Regulations. For further information, reference is made to the Notification on Form 1-A, including the exhibits filed or incorporated as a part thereof.

FINANCIAL STATEMENTS

The following financial statements have been taken from the books and records of the Company and are unaudited.

NATIONAL AUTO BROKERS CORP.

BALANCE SHEET

January 31, 1971

(Unaudited)

ASSETS

CURRENT ASSETS	
Cash in banks and on hand (Note 1)	$ 8,795
Notes receivable—franchises (Note 2)	40,315
Accounts receivable (Note 2)	5,469
Inventory—at cost	1,568
Prepaid expenses—franchise training materials	10,625
Total Current Assets	$ 66,772
OTHER ASSETS	
Accounts receivable—franchises (Note 2)	$ 53,418
Advances	5,397
Unrecovered promotional and development expenses (Note 3)	27,000
Rent and utility deposits	695
Deferred charges	124
Prepaid offering expenses	4,986
Total Other Assets	$ 91,620
Total Assets	$158,392

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES	
Accounts payable	$ 28,885
Loans payable—officers	18,368
Taxes payable	2,459
Accrued expenses	3,594
Due to Six Eleven Swim Club, Inc.	6,500
Total Current Liabilities	$ 59,806
LONG-TERM LIABILITIES	
Notes payable—officers	$ 32,769
COMMITMENTS AND CONTINGENT LIABILITIES (Note 6)	
STOCKHOLDERS' EQUITY	
Common stock, par value $.01 per share Authorized 1,500,000 shares Issued 350,000 shares (Notes 4 & 7)	$ 3,500
Retained earnings	62,317
Total Stockholders' Equity	$ 65,817
Total Liabilities & Stockholders' Equity	$158,392

NATIONAL AUTO BROKERS CORP.

STATEMENT OF INCOME (LOSS)

(Unaudited)

	For the fiscal years ended January 31,			
	1968	1969	1970	1971
Automobile Sales	$567,219	$428,425	$394,901	$316,737
Franchise Income	126,857	168,206	183,140	118,621
Total Sales	694,076	596,631	578,041	435,358
Cost of Automobile Sales	550,056	426,949	381,796	310,538
Cost of Franchise Income	36,771	21,063	33,882	19,570
Total Cost of Sales	586,827	448,012	415,678	330,108
Gross Profit on Automobiles	17,163	1,476	13,105	6,199
Gross Profit on Franchises	90,086	147,143	149,258	99,051
Total Gross Profit	107,249	148,619	162,363	105,250
Selling, general and Administrative Expenses	117,908	104,690	109,595	96,212
Operating Profit (Loss)	(10,659)	43,929	52,768	9,038
Provision for Federal Income Taxes	—	16,045	20,632	1,988
Income (Loss) before Extraordinary Items	(10,659)	27,884	32,136	7,050
Extraordinary Items:				
Gain on expiration of Franchise deposit obligations net of Pennsylvania Corporate and Federal Income Taxes	—	—	—	126,127
(Loss) on write-off of Franchise notes receivable and license and distributor fees receivable	—	—	—	(30,722)
Income tax benefit arising from net operating loss carryforward from fiscal years ended January 31, 1967 and 1968	—	16,045	20,632	1,988
Net Income (Loss)	$(10,659)	$ 43,929	$ 52,768	$104,443

Defendant's Exhibit F-6
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NATIONAL AUTO BROKERS CORP.

STATEMENT OF INCOME (LOSS)

(Unaudited)

	For the fiscal years ended January 31,			
	1968	1969	1970	1971
Per share of common stock:				
Income (Loss) before extraordinary items	($.03)	$.08	$.09	$.02
Extraordinary items	—	.05	.06	.27
Net Income (Loss)	($.03)	$.13	$.15	$.29

Based on 350,000 shares of common stock ($.01 par value) assumed to be outstanding during the periods covered herein. This gives retroactive effect to recent stock purchases from the Company (see "Certain Transactions") and to the recapitalization described in Note 4 of Notes to Financial Statements.

NATIONAL AUTO BROKERS CORP.

STATEMENT OF RETAINED EARNINGS

(Unaudited)

	For the fiscal years ended January 31,			
	1968	1969	1970	1971
Balance Beginning of Period	$(126,540)	$(137,199)	$(93,270)	$(40,502)
Add or Deduct Net Income (or Loss)	(10,659)	43,929	52,768	104,443
Deduct: Transfer to stated capital on recapitalization	—	—	—	1,624
Balance End of Period	$(137,199)	$(93,270)	$(40,502)	$ 62,317

Defendant's Exhibit F-6
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NATIONAL AUTO BROKERS CORP.

NOTES TO FINANCIAL STATEMENTS

Note 1. Organization of the Company

The Company was incorporated under Pennsylvania law on January 14, 1966 to engage in the business of selling new cars through a nationwide system of franchised brokers. The Company succeeded to the operations of U. S. Sales and Information Services, a sole proprietorship owned by Frank Maiorana, which ceased operations thereafter. Bank accounts in the name of U. S. Sales and Information Services are still maintained for the collection and payment of Company funds and are included in the asset "Cash in banks and on hand". Any assets of the Company transferred from U. S. Sales and Information Services are carried on the Company's books and records at the transferor's cost basis. On September 24, 1970 the Company changed its name from Nabcor, Inc. to its present name of National Auto Brokers Corp., but is continuing to do business in New York under the name Nabcor, Inc.

Note 2. Allowance for Bad Debts

There is a firm policy to deduct bad debts as they actually arise without creating an allowance for bad debts. All accounts receivable are collectible and bad debts have already been deducted. The accounts receivable—franchises reflected as an other asset are demand notes for which the Company does not intend to demand payments for a period of one to two years.

Note 3. Unrecovered Promotional and Development Expenses

Frank Maiorana, the President, incurred expenses in promoting and developing the Company from May, 1965 through January, 1967, and in January, 1967 the Company set up on its books unrecovered promotional and development expenses, in the amount of $27,000, and reflected an obligation to Frank Maiorana in a like amount.

Note 4. Recapitalization

On September 24, 1970, the Company amended its charter to change its authorized capitalization from 5,000 shares of $1.00 par value common stock to 1,500,000 shares of $.01 par value common stock. There were 1,875 and 1,250/1,866 shares of $1.00 par value common stock outstanding on July 31, 1970. The new common shares of $.01 par value were to be exchanged for the old at the rate of 186.6 shares to 1. The Financial Statements have been prepared to give effect to the recapitalization.

Note 5. Income Taxes

The Company's federal income tax returns are filed on a cash basis.

The Company's federal income tax returns have not been examined by the Internal Revenue Service since the inception of the Company.

Approximately $9,384 is available as at January 31, 1971 as a net operating loss carryover which may be applied against taxable income through the year ended January 31, 1973.

Taxable income on a cash basis was as follows:

	Profit or (Loss)
Fiscal year ended 1/31/67	$(126,190)
Fiscal year ended 1/31/68	(33,166)
Fiscal year ended 1/31/69	22,837
Fiscal year ended 1/31/70	14,045
Fiscal year ended 1/31/71	113,089

Note 6. Commitments and Contingent Liabilities

See "Litigation" section of the Offering Circular.

Also see "Business—Property" section of the Offering Circular for a description of lease agreements.

Company as franchisor under numerous franchise agreements has certain obligations, including continuing obligations. See "Business—Marketing of New Automobiles—NABCOR System".

Note 7. Events Subsequent to Balance Sheet Date

See "Qualified Stock Option Plan" for details of the plan adopted on September 23, 1970.